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<b>State:</b>	District of Columbia	<b>Filing Company:</b>	Builders Mutual Insurance Company
<b>TOI/Sub-TOI:</b>	01.0 Property/01.0001 Commercial Property (Fire and Allied Lines)		
<b>Product Name:</b>	Commercial Property		
<b>Project Name/Number:</b>	Property Enhancement Endorsements/DC-CF-16-F-1		

## Filing at a Glance

Company:	Builders Mutual Insurance Company
Product Name:	Commercial Property
State:	District of Columbia
TOI:	01.0 Property
Sub-TOI:	01.0001 Commercial Property (Fire and Allied Lines)
Filing Type:	Form
Date Submitted:	09/02/2015
SERFF Tr Num:	BDMT-130229484
SERFF Status:	Assigned
State Tr Num:	
State Status:	
Co Tr Num:	DC-CF-16-F-1
Effective Date	01/01/2016
Requested (New):	
Effective Date	03/01/2016
Requested (Renewal):	
Author(s):	Dave Boyce
Reviewer(s):	Angela King (primary)
Disposition Date:	
Disposition Status:	
Effective Date (New):	
Effective Date (Renewal):	

**State:** District of Columbia **Filing Company:** Builders Mutual Insurance Company  
**TOI/Sub-TOI:** 01.0 Property/01.0001 Commercial Property (Fire and Allied Lines)  
**Product Name:** Commercial Property  
**Project Name/Number:** Property Enhancement Endorsements/DC-CF-16-F-1

## General Information

Project Name: Property Enhancement Endorsements

Project Number: DC-CF-16-F-1

Reference Organization:

Reference Title:

Filing Status Changed: 09/02/2015

State Status Changed:

Created By: Dave Boyce

Corresponding Filing Tracking Number:

Status of Filing in Domicile:

Domicile Status Comments:

Reference Number:

Advisory Org. Circular:

Deemer Date:

Submitted By: Dave Boyce

### Filing Description:

Builders Mutual (BMIC) Insurance Company are submitting this Commercial Property filing for your approval. This filing will be applicable to all new business policies with effective dates on or after January 1, 2016 and renewal policies effective date on or after March 1, 2016.

BMIC are filing four new Optional Property Endorsement Endorsements for your review. The new Enhancement Endorsements will give our Insured's a variety of coverages to choose from that will fit their business needs.

IL 60 16 01 16 – Property Enhancement - Without Business Income & Extra Expense.

The above endorsement offers broadened coverages at basic limits – no premium charge.

IL 60 17 01 16 – Property Enhancement Plus -Without Business Income & Extra Expense.

The above endorsement offers broadened coverage the same as IL 60 16 only with higher limits on the various coverages – Premium charge is \$250.00.

IL 60 18 01 16 – Property Enhancement - With Business Income & Extra Expense.

The above endorsement offers broadened coverages at basic limits with Business Income & Extra Expense – no premium charge.

IL 60 19 01 16 – Property Enhancement Plus - With Business Income & Extra Expense.

The above endorsement offers broadened coverage the same as IL 60 18 only with higher limits on the various coverages – Premium charge is \$250.00.

We are withdrawing Builders Best Extended Enhancement Endorsement IL 6003 9/10 effective 1/1/2016 for New Business and 3/1/2016 with the approval of the above four referenced endorsements which are replacing the IL 60 03 9/10.

## Company and Contact

### Filing Contact Information

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800-809-4858 [Phone] 362 [Ext]

919-845-9385 [FAX]

### Filing Company Information

Builders Mutual Insurance

Company

P.O. Box 150005

Raleigh, NC 27624

(800) 809-4858 ext. 362[Phone]

CoCode: 10844

Group Code: 4507

Group Name: Builders Mutual

Group

FEIN Number: 56-2046050

State of Domicile: North

Carolina

Company Type:

State ID Number:

## Filing Fees

Fee Required? No

<b>State:</b>	District of Columbia	<b>Filing Company:</b>	Builders Mutual Insurance Company
<b>TOI/Sub-TOI:</b>	01.0 Property/01.0001 Commercial Property (Fire and Allied Lines)		
<b>Product Name:</b>	Commercial Property		
<b>Project Name/Number:</b>	Property Enhancement Endorsements/DC-CF-16-F-1		

Retaliatory?                      No

Fee Explanation:

State: District of Columbia

Filing Company:

Builders Mutual Insurance Company

TOI/Sub-TOI: 01.0 Property/01.0001 Commercial Property (Fire and Allied Lines)

Product Name: Commercial Property

Project Name/Number: Property Enhancement Endorsements/DC-CF-16-F-1

## Form Schedule

Item No.	Schedule Item Status	Form Name	Form Number	Edition Date	Form Type	Form Action	Action Specific Data		Readability Score	Attachments
1		PROPERTY ENHANCEMENT Without Business Income & Extra Expense	IL 60 16	01 16	END	New				IL 60 16 Property Enhancement - Without Business Income & Extra Expense.pdf
2		PROPERTY ENHANCEMENT PLUS Without Business Income & Extra Expense	IL 60 17	01 16	END	New				IL 60 17 Property Enhancement Plus -Without Business Income & Extra Expense.pdf
3		PROPERTY ENHANCEMENT With Business Income & Extra Expense	IL 60 18	01 16	END	New				IL 60 18 - Property Enhancement - With Business Income & Extra Expense.pdf
4		PROPERTY ENHANCEMENT PLUS With Business Income & Extra Expense	IL 60 19	01 16	END	New				IL 60 19 Property Enhancement Plus -With Business Income & Extra Expense.pdf
5		Builders Best Extended Enhancement Endorsement	IL 6003	09 10	END	Withdrawn	Previous Filing Number:			
							Replaced Form Number:			

### Form Type Legend:

<b>ABE</b>	Application/Binder/Enrollment	<b>ADV</b>	Advertising
<b>BND</b>	Bond	<b>CER</b>	Certificate
<b>CNR</b>	Canc/NonRen Notice	<b>DEC</b>	Declarations/Schedule
<b>DSC</b>	Disclosure/Notice	<b>END</b>	Endorsement/Amendment/Conditions
<b>ERS</b>	Election/Rejection/Supplemental Applications	<b>OTH</b>	Other

# PROPERTY ENHANCEMENT

## Without Business Income & Extra Expense

This endorsement modifies insurance provided under the following:

### COMMERCIAL PROPERTY COVERAGE PART

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

#### SUMMARY OF COVERAGE AND INDEX

This is a summary of the various coverages and causes of loss provided by this form. No coverage is provided by this summary. This endorsement is subject to the provisions of your policy, which means that it is subject to all limitations and conditions applicable to the coverage forms attached to this policy unless specifically deleted, replaced, or modified herein. This endorsement is applicable only to those premises described in the Declarations.

1. Arson, Theft and Vandalism Reimbursement	\$10,000
2. Brands and Labels	\$25,000
3. Valuation:	
• Fabricator's/Manufacturer's Selling Price Valuation	Included
• Replacement Cost Valuation for Personal Property of Others	\$10,000
4. Fire Extinguisher Recharge Expense	\$5,000
5. Fire Department Service Charge	\$5,000
6. Newly Acquired or Constructed Property	
• Building	\$1,000,000
• Personal Property	\$500,000
7. Newly Acquired Location – Business Income and Extra Expense	\$250,000
8. Valuable Papers and Records – Cost of Research	\$30,000
9. Property Off Premises	\$20,000
10. Non-Owned Detached Trailers	\$10,000
11. Outdoor Fences	\$10,000
12. Outdoor Signs	\$10,000
13. Outdoor Trees, Shrubs and Plants (Subject to a \$1,000 per item limitation)	\$10,000
14. Radio and Television Receiving Equipment	\$10,000
15. Refrigerated Property	\$10,000
16. Ordinance or Law Coverage	
• Loss to the Undamaged Portion of the Building	Included
• Demolition Costs	\$50,000
• Increased Cost of Construction	\$50,000
17. Pollutant clean-up and Removal	\$25,000
18. Property in Transit	\$25,000
19. Back-Up of Sewers & Drains	\$25,000
20. Contractors' Tools and Equipment and Equipment of Others	\$5,000
Tools in a Locked Vehicle	\$1,000
21. Accounts Receivable	\$25,000
22. Claim Data Expense	\$25,000
23. Computers and Media	\$25,000
24. Fine Arts	\$25,000
25. Installation Property	\$25,000
26. Employee Theft (including Forgery or Alteration)	\$25,000
27. Computer Fraud	\$25,000
28. Lock Replacement	\$5,000
29. Money, Securities and Stamps (inside/outside)	\$5,000
30. Electronic Data	\$2,500



## **This endorsement modifies insurance provided under the following:**

The insurance provided by this coverage form is primary as respects any other insurance provided by this company unless the insured has specifically scheduled or described the property under another form then that coverage form shall be primary as respects the insurance provided by this coverage form. If a loss covered under this endorsement form also involves a loss under any other coverage form that is made a part of this policy, then the broadest coverage will apply except, if the property is specifically scheduled or described under another coverage form then the valuation provisions of that coverage form will apply:

**Coinsurance** under Additional Conditions F.1. does not apply as respect to this Enhancement Endorsement.

### **Coverage Deductible:**

- (1) Unless otherwise stated in this Endorsement, Coverage's are subject to the Deductible shown in the Commercial Property Coverage Declarations.

#### **1. Arson, Vandalism and Theft Reimbursement**

We will reimburse you for any reward you give to any person or persons other than you, your officers, your partners, your employees, or public police or fire officials, for information leading to a conviction in connection with:

- a. A fire loss to the described premises caused by arson;
- b. An actual or attempted theft of money or other Covered Property; or
- c. A vandalism loss to the described premises.

The most we will reimburse you for rewards given under this provision is **\$10,000**, or the amount of the claim for the loss described above, whichever is less, per loss and regardless of the number of persons who provided information.

#### **2. Brands And Labels**

If branded or labeled merchandise that is Covered Property is damaged by a Covered Cause of Loss, but retains a salvage value, you may, at your expense:

- a. Stamp the word SALVAGE on the merchandise or its containers if the stamp will not physically damage the merchandise; or
- b. Remove the brands or labels, if doing so will not physically damage the merchandise. You must re-label the merchandise or its containers to comply with the law.

The most we will pay for loss or damage under this Extension is **\$25,000**.

#### **3. Valuation**

The following is added to the Building and Personal Property Coverage Form, E. Loss Conditions, 7. Valuation: f. and g. are added;

- f. Finished "stock" you fabricated or manufactured, including "stock" you have sold, but not delivered, at:
  - (1) The selling price, as if no loss or damage had occurred.
  - (2) Less discounts and expenses, you otherwise would have had.

We will pay the reduction in value of the remaining parts of "stock" when the reduction is caused by direct physical loss or damage from a Covered Cause of Loss to other parts of "stock" at the described premises.

- g. Personal Property of others at the amount for which you are liable, not to exceed the replacement cost or no greater than **\$10,000**.

The Electronic Data Additional Coverage added on this enhancement endorsement does not apply. Electronic Data Additional Coverage is provided under Valuable Papers and Records-Cost of Research Coverage.

**4. Fire Extinguisher Recharge Expense:**

The following is added to the Building and Personal Property Coverage Form, A.5. Coverage Extensions.

Coverage Extensions f. is added:

f. The insurance provided by this Building and Personal Property Coverage Form applies to the cost to recharge your fire extinguishers discharged as a result of a Covered Cause of Loss. The most we will pay for loss under this coverage **\$5,000**.

**5. Fire Department Service Charge:**

The following changes Building and Personal Property Coverage Form, A.4.c. Additional Coverages.

- c. When the fire department is called to save or protect Covered Property from a Covered Cause of Loss, we will pay up to **\$5,000** for your liability for fire department service charges:

**6. Newly Acquired or Constructed Property**

Newly Acquired or Constructed Property under Building and Personal Property Coverage Form, Coverage A.5.a. coverage limits are changed as follows:

- (1) Building  
The most we will pay for loss or damage under this coverage is **\$1,000,000** at each building.
- (2) Your Business Personal Property  
The most we will pay for loss or damage under this coverage is **\$500,000** at each building.

**7. Newly Acquired Locations – Business Income and Extra Expense**

- a. This insurance applies to Business Income and Extra Expense Coverages in this endorsement that applies to newly acquired property at any location you acquire other than fairs or exhibitions.
- b. The most we will pay under this coverage, for the sum of Business Income loss and Extra Expense incurred, is **\$250,000** at each location.
- c. Insurance under this coverage for each newly acquired location will end when any of the following first occurs:
  - (1) The policy expires;
  - (2) 180 days expire after you acquire or begin to construct the property; or
  - (3) You report Values to us.

We will charge you additional premium for values reported from the date you acquire the property.

**8. Valuable Papers and Records – Cost of Research**

This insurance applies to: Building and Personal Property Coverage Extension: A.5.c. Your Business Personal Property to your costs to research, replace, or restore the lost information on lost or damaged valuable papers and records, including those which exist on electronic or magnetic media, for which duplicates do not exist. When Duplicates exist, we will determine the value of "Valuable Papers and Records," including those which exist on electronic or magnetic media (other than prepackaged software programs) at the cost of:

- (1) Blank materials for reproducing the records; and
- (2) Labor to transcribe or copy the records.

The most we will pay for loss or damage is **\$30,000** at each described premises.

The Electronic Data Additional Coverage under this enhancement endorsement does not apply. Electronic Data Additional Coverage is provided under Valuable Papers and Records-Cost of Research Coverage Extension.

**9. Property Off Premises**

Under Building and Personal Property Coverage Form, Coverage Extension A.5.d. (3) limits are increased as follows:

The \$10,000 limit for Property Off-Premises is increased to **\$20,000**.



## **10. Non-Owned Detached Trailers**

Non-Owned Detached Trailers under the Building and Personal Property Coverage Extension A.5.f. is added as follows:

### **f. Non-Owned Detached Trailers**

- (1) You may extend the insurance that applies to Your Business Personal Property to apply to loss or damage to trailers that you do not own, provided that:
  - (a) The trailer is used in your business;
  - (b) The trailer is in your care, custody or control at the premises described in the Declarations; and
  - (c) You have a contractual responsibility to pay for loss or damage to the trailer.
- (2) We will not pay for any loss or damage that occurs:
  - (a) While the trailer is attached to any motor vehicle or motorized conveyance, whether or not the motor vehicle or motorized conveyance is in motion;
  - (b) During hitching or unhitching operations, or when a trailer becomes accidentally unhitched from a motor vehicle or motorized conveyance.
- (3) The most we will pay for loss or damage under this Extension is **\$10,000**, unless a higher limit is shown in the Declarations.
- (4) This insurance is excess over the amount due (whether you can collect on it or not) from any other insurance covering such property.

Each of these Extensions is additional insurance unless otherwise indicated. The Additional Condition, Coinsurance, does not apply to these Extensions.

## **11. Outdoor Fences**

Under Building and Personal Property Coverage Form, Coverage Extension A.5.e. Outdoor Property is changed as follows:

- e. The insurance provided by this Coverage Form applies to your outdoor fences, including debris removal expense, caused by or resulting from any of the covered Causes of Loss.  
The most we will pay for loss or damage under this Coverage is **\$10,000**.

## **12. Outdoor Signs**

Under Building and Personal Property Coverage Form, Coverage Extension A.5.e. Outdoor Property is changed as follows:

- e. The insurance provided by this Coverage Form applies to your outdoor signs, including debris removal expense, caused by or resulting from any of the covered Causes of Loss.  
The most we will pay for loss or damage under this Coverage is **\$10,000**.

## **13. Outdoor Trees, Shrubs and Plants**

Under Building and Personal Property Coverage Form, Coverage Extension A.5.e. Outdoor Property is changed as follows:

- e. The insurance provided by this Coverage Form applies to your outdoor trees, shrubs and plants (other than ornamental display gardens or growing stock), including debris removal expense, caused by or resulting from any of the covered Causes of Loss.  
The most we will pay for loss or damage under this Coverage is **\$10,000**. Subject to a **\$1,000 per item limitation**.

## **14. Radio and Television Receiving Equipment**

Under Building and Personal Property Coverage Form, Coverage Extension A.5.g. Radio and Television Receiving Equipment is added as follows:

- g. The insurance provided by this Coverage Form applies to loss or damage to your radio and television antennas, satellite dishes, and similar audio/visual receiving equipment; their lead-in wiring, masts or towers, including debris removal expense, caused by or resulting from any of the Covered Causes of Loss.  
The most we will pay for loss or damage under this Coverage is **\$10,000**.

## 15. Refrigerated Property

Under Building and Personal Property Coverage Form, Coverage Extension A.5.h. Refrigerated Property is added as follows:

- h. The insurance that applies to Your Business Personal Property for food spoilage resulting from utility failure to the described premises. This enhancement does not apply to food spoilage resulting from mechanical failure of your refrigeration equipment.

The most we will pay for loss or damage is **\$10,000**.

## 16. Ordinance or Law

This insurance applies to Building Property, we will pay;

- (1) If a Covered Cause of Loss occurs to covered Building property, we will pay;
  - (a) For loss or damage caused by enforcement of any ordinance or law that:
    - 1) Requires the demolition of part of the same property not damaged by a Covered Cause of Loss;
    - 2) Regulates the construction or repair of buildings, or establishes zoning or land use requirements at the described premises; and
    - 3) Is in force at the time of loss.
  - (b) The increased cost to repair, rebuild or construct the property caused by enforcement of building, zoning or land use ordinance or law. If the property is repaired or rebuilt, it must be intended for similar occupancy as the current property, unless otherwise required by zoning or land use ordinance or law.
  - (c) The cost to demolish and clear the site of undamaged parts of the property caused by enforcement of the building, zoning or land use ordinance or law.
- (2) However, we will not pay under this enhancement for the costs associated with the enforcement of any ordinance or law which requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants", "fungi" wet or dry rot or bacteria; or any costs associated with the enforcement of an ordinance or law which requires demolition, repair, replacement, reconstruction, remodeling or remediation of property due to contamination by "pollutants", "fungi", wet or dry rot or bacteria.

**"Pollutants," means** any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned, or reclaimed.

**"Fungus" means** any type or form of fungus, including mold or mildew, and any mycotoxins, spores, scents, or by-products produced or released by fungi.
- (3) We will not pay for increased construction costs under this endorsement;
  - (a) Until the property is actually repaired or replaced, at that same premises or elsewhere; and
  - (b) Unless the repairs or replacement are made as soon as reasonably possible after the loss or damage, not to exceed two years. We may extend this period in writing during the two years.
- (4) We will not pay more:
  - (a) If the property is repaired or replaced on the same premises, than the amount you actually spend to:
    - 1) Demolish and clear the site; and
    - 2) Repair, rebuild or construct the property but not for more than property of the same height, floor area and style on the same premises.
  - (b) If the property is not repaired or replaced on the same premises, than;
    - 1) The amount you actually spend to demolish and clear the site of the described premises; and
    - 2) The cost to replace, on the same premises, the damaged or destroyed property with other property:

- a) Of comparable material and quality;
- b) Of the same height, floor area and style; and
- c) Used for the same purpose.
- (c) Than **\$50,000** in any one occurrence for increased construction costs under this enhancement.
- (d) Than **\$50,000** in any one occurrence for demolition costs under this enhancement.

The enhancement terms apply separately to each building to which this coverage applies.

This coverage is subject to the deductible in the Commercial Property Coverage Declarations.

#### **17. Pollutant Clean Up And Removal**

Under Building and Personal Property Coverage Form, Additional Coverage A.4.d. limit is increased as follows:

The \$10,000 limit for Pollutant Clean Up And Removal is increased to **\$25,000**.

#### **18. Property In Transit (Including F.O.B. Shipments and Return Shipments)**

##### **E.1. is replaced by the following:**

1. The insurance provided by the Cause Of Loss-Special Form Coverage Form applies to loss of or damage to personal property used in your business, including salespersons' samples, that is in transit at your risk more than 100 feet from the described premises.

##### **E.1.a. is replaced by the following:**

- a. We cover property shipped:
  - (1) By any type of carrier you do not own, lease, or operate;
  - (2) In or on any vehicle you own, lease, or operate;
  - (3) In the care, custody, or control of your salesperson.
  - (4) We will also pay for loss of or damage to property you ship on a F.O.B. meaning Free On Board, basis if you cannot collect the loss from the consignee. But, we will only pay the amount of your interest in the property.
  - (5) We will also pay for loss of or damage to property you ship which has been rejected by the consignee, or is not deliverable, while in transit being returned to you.

This enhancement does not apply to "installation property".

**"Installation property" means** property of others for which you are liable or in which you have an interest, which is intended for installation, such as, but not limited to, materials, supplies, fixtures, machinery and equipment, and including labor or services furnished in connection with the installation.

- c. The most we will pay for loss or damage is **\$25,000**.

#### **19. BackUp Of Sewers And Drains**

This coverage under the Cause Of Loss-Special Form to apply to direct physical damage and actual loss of Business Income you sustain or necessary Extra Expense you incur caused by water and water-borne materials that back up from a sewer or drain.

Causes Of Loss – Basic Form Exclusions B.1.g.(3) and Causes Of Loss – Special Form B.2.d.(2), (7) (a) & (b), do not apply to Backup Sewer and Drain Coverage on this endorsement.

The most we will pay for loss or damage is **\$25,000**. A standard **\$250** deductible applies to each building.

#### **20. Contractors' Tools and Equipment**

Your Business Personal Property Coverage applies to contractor's tools and equipment as follows:

- a. We will cover the following property for any of the Covered Causes of Loss:
  - (1) The most we will pay for your unscheduled communication equipment, not permanently installed, including cellular telephones and communication radios, communication equipment resulting from one occurrence is **\$5,000** after a deductible of **\$250** is applied to the loss.
  - (2) Your unscheduled tools and unscheduled tools owned by your employees.
    - (a) The most we will pay for any one occurrence is **\$5,000** after a deductible of **\$250** is applied to

the loss.

- (b) The most we will pay is a **\$1,000** for loss or damage caused by theft of tools, after a **\$500** deductible is applied to the loss, while left unattended in any locked vehicle or attached locked tool bin.
- (c) We will not pay for loss or damage caused by theft of tools while left unattended in or on any vehicle, if tools are unlocked inside the vehicle, or attached tool bin and there is no evidence of forced entry.
- (3) The most we will pay is **\$5,000** for unscheduled contractors' equipment of others rented or leased to you and in your care, custody, or control, or at a job site.

## **21. Accounts Receivable**

- a. The insurance provided by this endorsement is to cover loss at the described premises for:
  - (1) All amounts due from your customers that you are unable to collect;
  - (2) Interest charges on any loan required to offset amounts you are unable to collect pending our payment of these amounts;
  - (3) Collection expenses in excess of your normal collection expenses that are made necessary by the loss; and
  - (4) Others reasonable expenses that you incur to reestablish your records of accounts receivable; that result from Covered Causes of Loss to your records of accounts receivable.
- b. If you give us written notice within 10 days of removal of your records of accounts receivable because of imminent danger of loss, we will pay for loss while they are:
  - (1) At a safe place away from your described premises:
  - (2) Being taken to and returned from that place.

The most we will pay for loss or damage is **\$25,000**

## **22. Claim Data Expense**

The insurance provided by this endorsement applies to the expense you incur in preparing claim data when required by us. This includes the cost of taking inventories, making appraisals, and preparing other documentation to show the extent of loss.

The most we will pay for preparation of claim data is **\$25,000**. We will not pay for any expenses billed by and payable to insurance adjusters or attorneys or any costs as provided in: Building And Personal Property Coverage Form, E. Loss Conditions, 2. Appraisal.

The most we will pay for loss is **\$25,000**.

## **23. Computers And Media**

This insurance applies to your Business Personal Property A.1.b.: Direct loss or damage to computer "equipment" and replaceable "media" that you own, lease, rent, or for which you are otherwise legally responsible.

- (8) **"Equipment" means** a network of machine components that accepts information, processes it according to a plan, and produces a desired result. This includes programmable electronic devices that can store, retrieve, and process data and associated peripheral devices that provide communication, including input and output functions such as printing, or auxiliary functions such as data transmission.
- (9) **"Media" means** the material on which data is recorded, such as magnetic tapes, internal and external hard discs, and flash drive. This includes the data stored on the media. Any data stored on The Cloud is excluded.

This coverage applies to property located anywhere in the coverage territory.

The coverage is subject to the deductible on the Commercial Property Coverage Declarations.

The most we will pay for loss or damage is **\$25,000**.

## **24. Fine Arts**

The insurance that is provided by this coverage applies to paintings, etchings, pictures, tapestries and any other bona fide works of art with rarity or historical value caused by or resulting from any Covered Causes of Loss.

The most we will pay for loss or damage for this coverage is **\$25,000**.

## **25. Installation Property**

The insurance provided by this coverage applies to "Installation Property"

- a. While on the "job site"
- b. While at any temporary storage location you do not own, lease or operate; or
- c. While in transit.

A **\$250** deductible is subject to each covered loss.

For this coverage, "**job site**" means the premises where you or subcontractors working on your behalf are currently performing operations, and where the "installation property" will be permanently located at the completion of the construction, erection, fabrication, or installation.

The most we will pay for loss or damage for this coverage is **\$25,000**.

## **26. Employee Theft**

We will pay up to **\$25,000** in any one "occurrence" for loss of or damage to "money", "securities" and "other property" resulting directly from "theft" including forgery committed by an "employee". "Theft" shall also include forgery.

**This Supplemental Coverage does not cover loss resulting from:**

- a. Acts committed by you, your partners, or "members," whether acting alone or in collusion with other persons.
- b. Acts of "employees" learned of by you, your partners, "members," "managers," officers, directors or trustees not in collusion with the "employee," prior to the policy period shown in the Declarations.
- c. The unauthorized disclosure of your confidential information including, but not limited to, patents, trade secrets, processing methods or customer lists.
- d. The unauthorized use or disclosure of confidential information of another person or entity which is held by you including, but not limited to financial information, personal information, credit card information or similar non-public information.
- e. Indirect loss as a result of an "occurrence" including, but not limited to loss resulting from:
  - (1) Your inability to realize income that you would have realized had there been no loss of or damage to "money", "securities" or "other property".
  - (2) Payment of damages of any type for which you are legally liable. But, we pay compensatory damages arising directly from a loss covered under this supplementary coverage.
  - (3) Payment of costs, fees or other expenses you incur in establishing either the existence or the amount of loss under this supplementary coverage.
- f. Fees, costs and expenses incurred by you which are related to any legal action.
- g. Loss, or that part of any loss, the proof of which as to its existence or amount is dependent upon:
  - (1) An inventory computation; or
  - (2) A profit and loss computation.
- h. Trading, whether in your name or in a genuine or fictitious account.
- i. The fraudulent or dishonest signing, issuing, canceling, or failing to cancel a warehouse receipt or any papers connected with it.

## **Duties in the Event of Loss**

After you "discover" a loss or a situation that may result in loss of or damage to "money", "securities" or "other property" you must:

- a. Notify us as soon as possible.
- b. Submit to examination under oath at our request and give us a signed statement of your answers.
- c. Produce for our examination all pertinent records.
- d. Give us a detailed, sworn proof of loss within 120 days.
- e. Cooperate with us in the investigation and settlement of any claim.

## **Limits of Insurance Under This Supplemental Coverage**

The most we will pay for all losses resulting directly from an "occurrence" is the applicable limit shown in the Summary Of Coverage.

If any loss is covered under more than one Insuring Agreement or Coverage, the most we will pay for such loss shall not exceed the largest limit available under any one of those Insuring Agreements or Coverages.

### **Loss Sustained During Prior Insurance Issued By Us Or Any Affiliate**

#### **a. Loss Sustained Partly During This Insurance And Partly During Prior Insurance**

If you "discover" a loss during the Policy Period shown in the Declarations, resulting directly from an "occurrence" taking place:

- (1) Partly during the Policy Period shown in the Declarations; and
- (2) Partly during the Policy Period (s) of any prior cancelled insurance that we or any affiliate issued to you or any predecessor in interest; and this insurance became effective at the time of cancellation of the prior insurance, we will first settle the amount of loss that you sustained during this Policy Period. We will then settle the remaining amount of loss that you sustained during the Policy Period(s) of the prior insurance.

### **Legal Action Against Us**

You may not bring any legal action against us involving a loss under this Supplemental Coverage:

- (1) Unless you have complied with all the terms of this insurance;
- (2) Until 90 days after you have filed proof of loss with us; and
- (3) Unless brought within 3 years from the date you "discovered" the loss.

If any limitation in this condition is prohibited by law, such limitation is amended so as to equal the minimum period of limitation provided by such law.

### **27. Computer Fraud**

We will pay for loss of or damage to "money", "securities" and "other property" resulting directly from the use of any computer to fraudulently cause a transfer of that property from inside the "premises" or "banking premises":

- a. To a person (other than a "messenger") outside those "premises"; or
- b. To a place outside those "premises".

#### **Exclusions:**

##### **• Computer Fraud does not cover;**

- a. Credit Card Transactions Loss resulting from the use or purported use of credit, debit, charge, access, convenience, identification, stored-value or other cards or the information contained on such cards.
- b. Funds Transfer Fraud

Loss resulting from a "fraudulent instructions" directing a financial institution to transfer, pay or deliver "funds" from your "transfer account".

The most we will pay for loss or damage under this coverage is **\$25,000**.

### **28. Lock Replacement Coverage**

The insurance provided by this coverage applies to replacement of locks necessitated by the "theft" of keys to your "premises".

The most we will pay for loss is **\$5,000**.

### **29. Money, Securities And Stamps**

The most we will pay for loss or damage is:

- a. **\$5,000** per occurrence for "money", "securities" and stamps while located at the described "premises"; and
- b. **\$5,000** per occurrence for "money", "securities" and stamps while being conveyed outside the described "premises" by you, your officers, your partners or your "employees".

The insurance provided by this coverage applies to loss or damage to "money", "securities", and stamps.

### **30. Electronic Data**

- (1) Under this Additional Coverage, electronic data has the meaning described under Property Not Covered, Electronic Data.
- (2) Subject to the provisions of this Additional Coverage, we will pay for the cost to replace or restore electronic data which has been destroyed or corrupted by a Covered Cause of Loss. To the extent that electronic data is not replaced or restored, the loss will be valued at the cost of replacement of the media on which the electronic data was stored, with blank media of substantially identical type.
- (3) The Covered Causes of Loss applicable to Your Business Personal Property apply to this Additional Coverage, Electronic Data, subject to the following:

- (a) If the Causes Of Loss – Special Form applies, coverage under this Additional Coverage, Electronic Data, is limited to the "specified causes of loss" as defined in that form, and Collapse as set forth in that form.
  - (b) If the Causes Of Loss – Broad Form applies, coverage under this Additional Coverage, Electronic Data, includes Collapse as set forth in that form.
  - (c) If the Causes Of Loss Form is endorsed to add a Covered Cause of Loss, the additional Covered Cause of Loss does not apply to the coverage provided under this Additional Coverage, Electronic Data.
  - (d) The Covered Causes of Loss include a virus, harmful code or similar instruction introduced into or enacted on a computer system (including electronic data) or a network to which it is connected, designed to damage or destroy any part of the system or disrupt its normal operation. But there is no coverage for loss or damage caused by or resulting from manipulation of a computer system (including electronic data) by any employee, including a temporary or leased employee, or by an entity retained by you or for you to inspect, design, install, modify, maintain, repair or replace that system.
- (4) The most we will pay under this Additional Coverage, Electronic Data, is **\$2,500** for all loss or damage sustained in any one policy year, regardless of the number of occurrences of loss or damage or the number of premises, locations or computer systems involved. If loss payment on the first occurrence does not exhaust this amount, then the balance is available for subsequent loss or damage sustained in but not after that policy year. With respect to an occurrence which begins in one policy year and continues or results in additional loss or damage in a subsequent policy year(s), all loss or damage is deemed to be sustained in the policy year in which the occurrence began.

## **DEFINITIONS**

- **"Banking premises"** means the interior of that portion of any building occupied by a banking institution or similar safe depository.
- **"Discover" or "discovered"** means the time when you first become aware of facts which would cause a reasonable person to assume that a loss of a type covered by this insurance has been or will be incurred, regardless of when the act or acts causing or contributing to such loss occurred, even though the exact amount or details of loss may not then be known.
- **"Discover" or "discovered" also means** the time when you first receive notice of an actual or potential claim in which it is alleged that you are liable to a third party under circumstances which, if true, would constitute a loss under this insurance.
- **"Employee":**
  - a. **"Employee" means:**
    - (1) Any natural person:
      - (a) While in your service and for the first 30 days immediately after termination of service, unless such termination is due to "theft" or any dishonest act committed by the "employee";
      - (b) Who you compensate directly by salary, wages or commissions; and
      - (c) Who you have the right to direct and control while performing services for you;
    - (2) Any natural person who is furnished temporarily to you:
      - (a) To substitute for a permanent "employee" as defined in Paragraph a.(1), who is on leave; or
      - (b) To meet seasonal or short-term work load conditions; while that person is subject to your direction and control and performing services for you, excluding, however, any such person while having care and custody of property outside the "premises";
    - (3) Any natural person who is leased to you under a written agreement between you and a labor leasing firm, to perform duties related to the conduct of your business, but does not mean a temporary employee as defined in Paragraph a.(2);
    - (4) Any natural person who is a former "employee", partner, "member", "manager", director or trustee retained as a consultant while performing services for you;
    - (5) Any natural person who is a guest student or intern pursuing studies or duties, excluding, however, any such person while having care and custody of property outside the "premises";
    - (6) Any "employee" of an entity merged or consolidated with you prior to the effective date of this policy; or

- (7) Any of your “managers”, directors or trustees while:
    - (a) Performing acts within the scope of the usual duties of an “employee”; or
    - (b) Acting as a member of any committee duly elected or appointed by resolution of your board of directors or board of trustees to perform specific, as distinguished from general, directorial acts on your behalf.
- b. **“Employee” does not mean:**
  - Any agent, broker, factor, commission merchant, consignee, independent contractor or representative of the same general character not specified in Paragraph 5.a.
- **“Fraudulent instructions” means:**
  - a. An electronic, telegraphic, cable, teletype, telefacsimile or telephone instruction which purports to have been transmitted by you, but which was in fact fraudulently transmitted by someone else without your knowledge or consent;
  - b. A written instruction issued by you, which was forged or altered by someone other than you without your knowledge or consent, or which purports to have been issued by you, but was in fact fraudulently issued without your knowledge or consent; or
  - c. An electronic, telegraphic, cable, teletype, telefacsimile, telephone or written instruction initially received by you which purports to have been transmitted by an “employee”, but which was in fact fraudulently transmitted by someone else without your knowledge or consent or the “employee’s” knowledge or consent.
- **“Funds” means** “money” and “securities”.
- **“Fungus” means** any type or form of fungus, including mold or mildew, and any mycotoxins, spores, scents or by-products produced or released by fungi.
- **“Fungi” means** comprising all the fungus groups and sometimes also the slime molds.
- **“Installation property” means** property of others for which you are liable or in which you have an interest, which is intended for installation, such as, but not limited to, materials, supplies, fixtures, machinery and equipment, and including labor or services furnished in connection with the installation.
- **“Jobsite” means** the premises where you or subcontractors working on your behalf are currently performing operations and where the “installation property” will be permanently located at the completion of the construction, erection, fabrication, or installation.
- **“Manager” means** a natural person serving in a directorial capacity for a limited liability company.
- **“Messenger” means** you, or a relative of yours, or any of your partners or “members”, or any “employee” while having care and custody of property outside the “premises”.
- **“Member” means** an owner of a limited liability company represented by its membership interest, who also may serve as a “manager”
- **“Money” means** currency, coins and bank notes in current use and having a face value and travelers checks, register checks and money orders held for sale to the public.
- **“Occurrence” means:**
  - a. Under Insuring Agreement A.2.:
    - (1) An individual act;
    - (2) The combined total of all separate acts whether or not related; or
    - (3) A series of acts whether or not related; committed by a person acting alone or in collusion with other persons, involving one or more instruments, during the Policy Period.
- **“Operations” means:**
  - a. Your business activities occurring at the described premises: and
  - b. The ability for a tenant to occupy the described premises.
- **“Other Property” means** any tangible property other than “money” and “securities” that has intrinsic value. “Other Property” does not include computer programs, electronic data, or any property specifically excluded under this insurance.



- **“Period of Restoration” means** the period of time that:
  - a. Begins immediately after the time of direct physical loss or damage caused by or resulting from any Covered Cause of Loss at the described premises; And
  - b. Ends on the earlier of:
    - (1) The date when the property at the described premises should be repaired, rebuilt or replaced with reasonable speed and similar quality; or
    - (2) The date when business is resumed at a new permanent location.

“Period of Restoration” does not include any increased period required due to enforcement of any ordinance or law that:

  - a. Regulates the construction, use or repair, or requires the tearing down of any property; or
  - b. Requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of “pollutants”.

The expiration date of the policy will not cut short the “period of restoration”.
- **“Pollutants” means** any solid, liquid, gaseous, or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals, and waste. Waste includes materials to be recycled, reconditioned, or reclaimed.
- **“Premises” means** the interior of that portion of any building you occupy in conducting your business.
- **“Rental Value” means** Business Income that consists of:
  - a. Net Income (Net Profit or Loss before income taxes) that would have been earned or incurred as rental income from tenant occupancy of the premises described in the Declarations as furnished and equipped by you, including fair rental value of any portion of the described premises which is occupied by you; and
  - b. Continuing normal operating expenses incurred in connection with that premises, including:
    - (1) Payroll; and
    - (2) The amount of charges, which is the legal obligation of the tenant(s) but would otherwise be your obligations.
- **“Securities” means** negotiable and non-negotiable instruments or contracts representing either “money” or property and includes:
  - a. Tokens, tickets, revenue and other stamps (whether represented by actual stamps or unused value in a meter) in current use; and
  - b. Evidences of debt issued in connection with credit or charge cards, which cards are not issued by you; but does not include “money”.
- **“Stock” means** merchandise held in storage or for sale, raw materials and in-process or finished goods, including supplies used in their packing or shipping.
- **“Suspension” means:**
  - a. The slowdown or cessation of your business activities; or
  - b. That a part or all of the described premises is rendered un-occupiable if coverage for Business Income including “Rental Value” or “Rental Value” applies.
- **“Theft” means** the unlawful taking of property to the deprivation of the insured.
- **“Transfer account” means** an account maintained by you at a financial institution from which you can initiate the transfer, payment or delivery of “funds”
- **“Valuable papers and records” means** inscribed, printed or written documents, manuscripts or records, including abstracts, books, deeds, drawings, films, maps or mortgages. But “valuable papers and records” does not mean “money” or “securities”, converted data, programs or instructions used in your data processing operations, including the materials on which the data is recorded.

**The CAUSE OF LOSS – SPECIAL FORM CP 10 30** – is changed as follows:

**B. EXCLUSIONS**

The following exclusions:

- Earth Movement, B.1.b.;
- Smoke, vapor or gas from agricultural smudging or industrial operations, B.2.c.;
- Explosion of steam boilers, steam pipes, steam engines or steam turbines owned by you, etc., B.2.e.;
- Continuous or repeated seepage or leakage of water that occurs over a period of 14 days or more B.2.f.
- Water, other liquids, powder or molten material that leaks or flows from plumbing, heating, air conditioning or other equipment, B.2.g.;
- Rain, snow, ice or sleet to personal property in the open, B.2.j.

The above exclusions do not apply to the following on this enhancement endorsement:

- Valuable Papers and Records-Cost of Research;
- Accounts Receivable;
- Computers and Media;
- Property in Transit;
- Fine Arts;
- Installation Property.

The following Exclusions do not apply to Computers and Media on this enhancement endorsement:

- Utility Services, B.1.e.;
- Artificially generated electric current, including electric arcing, that disturbs electrical devices, appliances or wires, B.2.a.;
- Faulty, inadequate or defective planning, B.3.c.

## PROPERTY ENHANCEMENT PLUS

### Without Business Income & Extra Expense

This endorsement modifies insurance provided under the following:  
**COMMERCIAL PROPERTY COVERAGE PART**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY  
**SUMMARY OF COVERAGE AND INDEX**

This is a summary of the various coverages and causes of loss provided by this form. No coverage is provided by this summary. This endorsement is subject to the provisions of your policy, which means that it is subject to all limitations and conditions applicable to the coverage forms attached to this policy unless specifically deleted, replaced, or modified herein. This endorsement is applicable only to those premises described in the Declarations.

1. Arson, Theft and Vandalism Reimbursement	<b>\$10,000</b>
2. Brands and Labels	<b>\$25,000</b>
3. Valuation:	
• Fabricator's/Manufacturer's Selling Price Valuation	<b>Included</b>
• Replacement Cost Valuation for Personal Property of Others	<b>\$10,000</b>
4. Fire Extinguisher Recharge Expense	<b>\$5,000</b>
5. Fire Department Service Charge	<b>\$5,000</b>
6. Newly Acquired or Constructed Property	
• Building	<b>\$1,000,000</b>
• Personal Property	<b>\$500,000</b>
7. Newly Acquired Location – Business Income and Extra Expense	<b>\$250,000</b>
8. Valuable Papers and Records – Cost of Research	<b>\$50,000*</b>
9. Property Off Premises	<b>\$50,000*</b>
10. Non-Owned Detached Trailers	<b>\$10,000</b>
11. Outdoor Fences	<b>\$10,000</b>
12. Outdoor Signs	<b>\$10,000</b>
13. Outdoor Trees, Shrubs and Plants (Subject to a \$1,000 per item limitation)	<b>\$10,000</b>
14. Radio and Television Receiving Equipment	<b>\$10,000</b>
15. Refrigerated Property	<b>\$10,000</b>
16. Ordinance or Law Coverage	
• Loss to the Undamaged Portion of the Building	<b>Included</b>
• Demolition Costs	<b>\$50,000</b>
• Increased Cost of Construction	<b>\$50,000</b>
17. Pollutant clean-up and Removal	<b>\$25,000</b>
18. Property in Transit	<b>\$50,000*</b>
19. Back-Up of Sewers & Drains	<b>\$50,000*</b>
20. Contractors' Tools and Equipment and Equipment of Others	<b>\$10,000*</b>
Tools in a Locked Vehicle	<b>\$5,000*</b>
21. Accounts Receivable	<b>\$50,000*</b>
22. Claim Data Expense	<b>\$25,000</b>
23. Computers and Media	<b>\$25,000</b>
24. Fine Arts	<b>\$25,000</b>
25. Installation Property	<b>\$50,000*</b>
26. Employee Theft (including Forgery or Alteration)	<b>\$25,000</b>
27. Computer Fraud	<b>\$25,000</b>
28. Lock Replacement	<b>\$10,000*</b>
29. Money, Securities and Stamps (inside/outside)	<b>\$10,000*</b>
30. Electronic Data	<b>\$2,500</b>



## **This endorsement modifies insurance provided under the following:**

The insurance provided by this coverage form is primary as respects any other insurance provided by this company unless the insured has specifically scheduled or described the property under another form then that coverage form shall be primary as respects the insurance provided by this coverage form. If a loss covered under this endorsement form also involves a loss under any other coverage form that is made a part of this policy, then the broadest coverage will apply except, if the property is specifically scheduled or described under another coverage form then the valuation provisions of that coverage form will apply:

**Coinsurance** under Additional Conditions F.1. does not apply as respect to this Enhancement Endorsement.

### **Coverage Deductible:**

- (1) Unless otherwise stated in this Endorsement, Coverage's are subject to the Deductible shown in the Commercial Property Coverage Declarations.

#### **1. Arson, Vandalism and Theft Reimbursement**

We will reimburse you for any reward you give to any person or persons other than you, your officers, your partners, your employees, or public police or fire officials, for information leading to a conviction in connection with:

- a. A fire loss to the described premises caused by arson;
- b. An actual or attempted theft of money or other Covered Property; or
- c. A vandalism loss to the described premises.

The most we will reimburse you for rewards given under this provision is **\$10,000**, or the amount of the claim for the loss described above, whichever is less, per loss and regardless of the number of persons who provided information.

#### **2. Brands And Labels**

If branded or labeled merchandise that is Covered Property is damaged by a Covered Cause of Loss, but retains a salvage value, you may, at your expense:

- a. Stamp the word SALVAGE on the merchandise or its containers if the stamp will not physically damage the merchandise; or
- b. Remove the brands or labels, if doing so will not physically damage the merchandise. You must re-label the merchandise or its containers to comply with the law.

The most we will pay for loss or damage under this Extension is **\$25,000**.

#### **3. Valuation**

The following is added to the Building and Personal Property Coverage Form, E. Loss Conditions, 7. Valuation: f. and g. are added;

- f. Finished "stock" you fabricated or manufactured, including "stock" you have sold, but not delivered, at:
  - (1) The selling price, as if no loss or damage had occurred.
  - (2) Less discounts and expenses, you otherwise would have had.

We will pay the reduction in value of the remaining parts of "stock" when the reduction is caused by direct physical loss or damage from a Covered Cause of Loss to other parts of "stock" at the described premises.

- g. Personal Property of others at the amount for which you are liable, not to exceed the replacement cost or no greater than **\$10,000**.

The Electronic Data Additional Coverage added on this enhancement endorsement does not apply. Electronic Data Additional Coverage is provided under Valuable Papers and Records-Cost of Research Coverage.

**4. Fire Extinguisher Recharge Expense:**

The following is added to the Building and Personal Property Coverage Form, A.5. Coverage Extensions.

Coverage Extensions f. is added:

f. The insurance provided by this Building and Personal Property Coverage Form applies to the cost to recharge your fire extinguishers discharged as a result of a Covered Cause of Loss. The most we will pay for loss under this coverage **\$5,000**.

**5. Fire Department Service Charge:**

The following changes Building and Personal Property Coverage Form, A.4.c. Additional Coverages.

- c. When the fire department is called to save or protect Covered Property from a Covered Cause of Loss, we will pay up to **\$5,000** for your liability for fire department service charges:

**6. Newly Acquired or Constructed Property**

Newly Acquired or Constructed Property under Building and Personal Property Coverage Form, Coverage A.5.a. coverage limits are changed as follows:

- (1) Building  
The most we will pay for loss or damage under this coverage is **\$1,000,000** at each building.
- (2) Your Business Personal Property  
The most we will pay for loss or damage under this coverage is **\$500,000** at each building.

**7. Newly Acquired Locations – Business Income and Extra Expense**

- a. This insurance applies to Business Income and Extra Expense Coverages in this endorsement that applies to newly acquired property at any location you acquire other than fairs or exhibitions.
- b. The most we will pay under this coverage, for the sum of Business Income loss and Extra Expense incurred, is **\$250,000** at each location.
- c. Insurance under this coverage for each newly acquired location will end when any of the following first occurs:
  - (1) The policy expires;
  - (2) 180 days expire after you acquire or begin to construct the property; or
  - (3) You report Values to us.

We will charge you additional premium for values reported from the date you acquire the property.

**8. Valuable Papers and Records – Cost of Research**

This insurance applies to: Building and Personal Property Coverage Extension: A.5.c. Your Business Personal Property to your costs to research, replace, or restore the lost information on lost or damaged valuable papers and records, including those which exist on electronic or magnetic media, for which duplicates do not exist. When Duplicates exist, we will determine the value of "Valuable Papers and Records," including those which exist on electronic or magnetic media (other than prepackaged software programs) at the cost of:

- (1) Blank materials for reproducing the records; and
- (2) Labor to transcribe or copy the records.

The most we will pay for loss or damage is **\$50,000** at each described premises.

The Electronic Data Additional Coverage under this enhancement endorsement does not apply. Electronic Data Additional Coverage is provided under Valuable Papers and Records-Cost of Research Coverage Extension.

**9. Property Off Premises**

Under Building and Personal Property Coverage Form, Coverage Extension A.5.d. (3) limits are increased as follows:

The \$10,000 limit for Property Off-Premises is increased to **\$50,000**.

## **10. Non-Owned Detached Trailers**

Non-Owned Detached Trailers under the Building and Personal Property Coverage Extension A.5.f. is added as follows:

### **f. Non-Owned Detached Trailers**

- (1) You may extend the insurance that applies to Your Business Personal Property to apply to loss or damage to trailers that you do not own, provided that:
  - (a) The trailer is used in your business;
  - (b) The trailer is in your care, custody or control at the premises described in the Declarations; and
  - (c) You have a contractual responsibility to pay for loss or damage to the trailer.
- (2) We will not pay for any loss or damage that occurs:
  - (a) While the trailer is attached to any motor vehicle or motorized conveyance, whether or not the motor vehicle or motorized conveyance is in motion;
  - (b) During hitching or unhitching operations, or when a trailer becomes accidentally unhitched from a motor vehicle or motorized conveyance.
- (3) The most we will pay for loss or damage under this Extension is **\$10,000**, unless a higher limit is shown in the Declarations.
- (4) This insurance is excess over the amount due (whether you can collect on it or not) from any other insurance covering such property.

Each of these Extensions is additional insurance unless otherwise indicated. The Additional Condition, Coinsurance, does not apply to these Extensions.

## **11. Outdoor Fences**

Under Building and Personal Property Coverage Form, Coverage Extension A.5.e. Outdoor Property is changed as follows:

- e. The insurance provided by this Coverage Form applies to your outdoor fences, including debris removal expense, caused by or resulting from any of the covered Causes of Loss.  
The most we will pay for loss or damage under this Coverage is **\$10,000**.

## **12. Outdoor Signs**

Under Building and Personal Property Coverage Form, Coverage Extension A.5.e. Outdoor Property is changed as follows:

- e. The insurance provided by this Coverage Form applies to your outdoor signs, including debris removal expense, caused by or resulting from any of the covered Causes of Loss.  
The most we will pay for loss or damage under this Coverage is **\$10,000**.

## **13. Outdoor Trees, Shrubs and Plants**

Under Building and Personal Property Coverage Form, Coverage Extension A.5.e. Outdoor Property is changed as follows:

- e. The insurance provided by this Coverage Form applies to your outdoor trees, shrubs and plants (other than ornamental display gardens or growing stock), including debris removal expense, caused by or resulting from any of the covered Causes of Loss.  
The most we will pay for loss or damage under this Coverage is **\$10,000**. Subject to a **\$1,000 per item limitation**.

## **14. Radio and Television Receiving Equipment**

Under Building and Personal Property Coverage Form, Coverage Extension A.5.g. Radio and Television Receiving Equipment is added as follows:

- g. The insurance provided by this Coverage Form applies to loss or damage to your radio and television antennas, satellite dishes, and similar audio/visual receiving equipment; their lead-in wiring, masts or towers, including debris removal expense, caused by or resulting from any of the Covered Causes of Loss.

The most we will pay for loss or damage under this Coverage is **\$10,000**.

## 15. Refrigerated Property

Under Building and Personal Property Coverage Form, Coverage Extension A.5.h. Refrigerated Property is added as follows:

- h. The insurance that applies to Your Business Personal Property for food spoilage resulting from utility failure to the described premises. This enhancement does not apply to food spoilage resulting from mechanical failure of your refrigeration equipment.

The most we will pay for loss or damage is **\$10,000**.

## 16. Ordinance or Law

This insurance applies to Building Property, we will pay;

- (1) If a Covered Cause of Loss occurs to covered Building property, we will pay;
  - (a) For loss or damage caused by enforcement of any ordinance or law that:
    - 1) Requires the demolition of part of the same property not damaged by a Covered Cause of Loss;
    - 2) Regulates the construction or repair of buildings, or establishes zoning or land use requirements at the described premises; and
    - 3) Is in force at the time of loss.
  - (b) The increased cost to repair, rebuild or construct the property caused by enforcement of building, zoning or land use ordinance or law. If the property is repaired or rebuilt, it must be intended for similar occupancy as the current property, unless otherwise required by zoning or land use ordinance or law.
  - (c) The cost to demolish and clear the site of undamaged parts of the property caused by enforcement of the building, zoning or land use ordinance or law.
- (2) However, we will not pay under this enhancement for the costs associated with the enforcement of any ordinance or law which requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants", "fungi" wet or dry rot or bacteria; or any costs associated with the enforcement of an ordinance or law which requires demolition, repair, replacement, reconstruction, remodeling or remediation of property due to contamination by "pollutants", "fungi", wet or dry rot or bacteria.

**"Pollutants," means** any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned, or reclaimed.

**"Fungus" means** any type or form of fungus, including mold or mildew, and any mycotoxins, spores, scents, or by-products produced or released by fungi.
- (3) We will not pay for increased construction costs under this endorsement;
  - (a) Until the property is actually repaired or replaced, at that same premises or elsewhere; and
  - (b) Unless the repairs or replacement are made as soon as reasonably possible after the loss or damage, not to exceed two years. We may extend this period in writing during the two years.
- (4) We will not pay more:
  - (a) If the property is repaired or replaced on the same premises, than the amount you actually spend to:
    - 1) Demolish and clear the site; and
    - 2) Repair, rebuild or construct the property but not for more than property of the same height, floor area and style on the same premises.
  - (b) If the property is not repaired or replaced on the same premises, than;
    - 1) The amount you actually spend to demolish and clear the site of the described premises; and
    - 2) The cost to replace, on the same premises, the damaged or destroyed property with other property:



- a) Of comparable material and quality;
  - b) Of the same height, floor area and style; and
  - c) Used for the same purpose.
- (c) Than **\$50,000** in any one occurrence for increased construction costs under this enhancement.
- (d) Than **\$50,000** in any one occurrence for demolition costs under this enhancement.
- The enhancement terms apply separately to each building to which this coverage applies.
- This coverage is subject to the deductible in the Commercial Property Coverage Declarations.

#### 17. **Pollutant Clean Up And Removal**

Under Building and Personal Property Coverage Form, Additional Coverage A.4.d. limit is increased as follows:

The \$10,000 limit for Pollutant Clean Up And Removal is increased to **\$25,000**.

#### 18. **Property In Transit (Including F.O.B. Shipments and Return Shipments)**

##### **E.1. is replaced by the following:**

1. The insurance provided by the Cause Of Loss-Special Form Coverage Form applies to loss of or damage to personal property used in your business, including salespersons' samples, that is in transit at your risk more than 100 feet from the described premises.

##### **E.1.a. is replaced by the following:**

- a. We cover property shipped:
  - (1) By any type of carrier you do not own, lease, or operate;
  - (2) In or on any vehicle you own, lease, or operate;
  - (3) In the care, custody, or control of your salesperson.
  - (4) We will also pay for loss of or damage to property you ship on a F.O.B. meaning Free On Board, basis if you cannot collect the loss from the consignee. But, we will only pay the amount of your interest in the property.
  - (5) We will also pay for loss of or damage to property you ship which has been rejected by the consignee, or is not deliverable, while in transit being returned to you.

This enhancement does not apply to "installation property".

**"Installation property" means** property of others for which you are liable or in which you have an interest, which is intended for installation, such as, but not limited to, materials, supplies, fixtures, machinery and equipment, and including labor or services furnished in connection with the installation.

- c. The most we will pay for loss or damage is **\$50,000**.

#### 19. **BackUp Of Sewers And Drains**

This coverage under the Cause Of Loss-Special Form to apply to direct physical damage and actual loss of Business Income you sustain or necessary Extra Expense you incur caused by water and water-borne materials that back up from a sewer or drain.

Causes Of Loss – Basic Form Exclusions B.1.g.(3) and Causes Of Loss – Special Form B.2.d.(2), (7) (a) & (b), do not apply to Backup Sewer and Drain Coverage on this endorsement.

The most we will pay for loss or damage is **\$50,000**. A standard **\$250** deductible applies to each building.

#### 20. **Contractors' Tools and Equipment**

Your Business Personal Property Coverage applies to contractor's tools and equipment as follows:

- a. We will cover the following property for any of the Covered Causes of Loss:
  - (1) The most we will pay for your unscheduled communication equipment, not permanently installed, including cellular telephones and communication radios, communication equipment resulting from one occurrence is **\$10,000** after a deductible of **\$250** is applied to the loss.
  - (2) Your unscheduled tools and unscheduled tools owned by your employees.
    - (a) The most we will pay for any one occurrence is **\$5,000** after a deductible of **\$250** is applied to the loss.

- (b) The most we will pay is a **\$5,000** for loss or damage caused by theft of tools, after a **\$500** deductible is applied to the loss, while left unattended in any locked vehicle or attached locked tool bin.
- (c) We will not pay for loss or damage caused by theft of tools while left unattended in or on any vehicle, if tools are unlocked inside the vehicle, or attached tool bin and there is no evidence of forced entry.
- (3) The most we will pay is **\$5,000** for unscheduled contractors' equipment of others rented or leased to you and in your care, custody, or control, or at a job site.

## **21. Accounts Receivable**

- a. The insurance provided by this endorsement is to cover loss at the described premises for:
  - (1) All amounts due from your customers that you are unable to collect;
  - (2) Interest charges on any loan required to offset amounts you are unable to collect pending our payment of these amounts;
  - (3) Collection expenses in excess of your normal collection expenses that are made necessary by the loss; and
  - (4) Others reasonable expenses that you incur to reestablish your records of accounts receivable; that result from Covered Causes of Loss to your records of accounts receivable.
- b. If you give us written notice within 10 days of removal of your records of accounts receivable because of imminent danger of loss, we will pay for loss while they are:
  - (1) At a safe place away from your described premises:
  - (2) Being taken to and returned from that place.

The most we will pay for loss or damage is **\$50,000**

## **22. Claim Data Expense**

The insurance provided by this endorsement applies to the expense you incur in preparing claim data when required by us. This includes the cost of taking inventories, making appraisals, and preparing other documentation to show the extent of loss.

The most we will pay for preparation of claim data is **\$25,000**. We will not pay for any expenses billed by and payable to insurance adjusters or attorneys or any costs as provided in: Building And Personal Property Coverage Form, E. Loss Conditions, 2. Appraisal.

The most we will pay for loss is **\$25,000**.

## **23. Computers And Media**

This insurance applies to your Business Personal Property A.1.b.: Direct loss or damage to computer "equipment" and replaceable "media" that you own, lease, rent, or for which you are otherwise legally responsible.

- (8) **"Equipment" means** a network of machine components that accepts information, processes it according to a plan, and produces a desired result. This includes programmable electronic devices that can store, retrieve, and process data and associated peripheral devices that provide communication, including input and output functions such as printing, or auxiliary functions such as data transmission.
- (9) **"Media" means** the material on which data is recorded, such as magnetic tapes, internal and external hard discs, and flash drive. This includes the data stored on the media. Any data stored on The Cloud is excluded.

This coverage applies to property located anywhere in the coverage territory.

The coverage is subject to the deductible on the Commercial Property Coverage Declarations.

The most we will pay for loss or damage is **\$25,000**.

## **24. Fine Arts**

The insurance that is provided by this coverage applies to paintings, etchings, pictures, tapestries and any other bona fide works of art with rarity or historical value caused by or resulting from any Covered Causes of Loss.

The most we will pay for loss or damage for this coverage is **\$25,000**.

## **25. Installation Property**

The insurance provided by this coverage applies to "Installation Property"

- a. While on the "job site"
- b. While at any temporary storage location you do not own, lease or operate; or
- c. While in transit.

A **\$250** deductible is subject to each covered loss.

For this coverage, "**job site**" means the premises where you or subcontractors working on your behalf are currently performing operations, and where the "installation property" will be permanently located at the completion of the construction, erection, fabrication, or installation.

The most we will pay for loss or damage for this coverage is **\$50,000**.

## **26. Employee Theft**

We will pay up to **\$25,000** in any one "occurrence" for loss of or damage to "money", "securities" and "other property" resulting directly from "theft" including forgery committed by an "employee". "Theft" shall also include forgery.

**This Supplemental Coverage does not cover loss resulting from:**

- a. Acts committed by you, your partners, or "members," whether acting alone or in collusion with other persons.
- b. Acts of "employees" learned of by you, your partners, "members," "managers," officers, directors or trustees not in collusion with the "employee," prior to the policy period shown in the Declarations.
- c. The unauthorized disclosure of your confidential information including, but not limited to, patents, trade secrets, processing methods or customer lists.
- d. The unauthorized use or disclosure of confidential information of another person or entity which is held by you including, but not limited to financial information, personal information, credit card information or similar non-public information.
- e. Indirect loss as a result of an "occurrence" including, but not limited to loss resulting from:
  - (1) Your inability to realize income that you would have realized had there been no loss of or damage to "money", "securities" or "other property".
  - (2) Payment of damages of any type for which you are legally liable. But, we pay compensatory damages arising directly from a loss covered under this supplementary coverage.
  - (3) Payment of costs, fees or other expenses you incur in establishing either the existence or the amount of loss under this supplementary coverage.
- f. Fees, costs and expenses incurred by you which are related to any legal action.
- g. Loss, or that part of any loss, the proof of which as to its existence or amount is dependent upon:
  - (1) An inventory computation; or
  - (2) A profit and loss computation.
- h. Trading, whether in your name or in a genuine or fictitious account.
- i. The fraudulent or dishonest signing, issuing, canceling, or failing to cancel a warehouse receipt or any papers connected with it.

## **Duties in the Event of Loss**

After you "discover" a loss or a situation that may result in loss of or damage to "money", "securities" or "other property" you must:

- a. Notify us as soon as possible.
- b. Submit to examination under oath at our request and give us a signed statement of your answers.
- c. Produce for our examination all pertinent records.
- d. Give us a detailed, sworn proof of loss within 120 days.
- e. Cooperate with us in the investigation and settlement of any claim.

## **Limits of Insurance Under This Supplemental Coverage**

The most we will pay for all losses resulting directly from an "occurrence" is the applicable limit shown in the Summary Of Coverage.

If any loss is covered under more than one Insuring Agreement or Coverage, the most we will pay for such loss shall not exceed the largest limit available under any one of those Insuring Agreements or Coverages.

## **Loss Sustained During Prior Insurance Issued By Us Or Any Affiliate**

### **a. Loss Sustained Partly During This Insurance And Partly During Prior Insurance**

If you “discover” a loss during the Policy Period shown in the Declarations, resulting directly from an “occurrence” taking place:

- (1) Partly during the Policy Period shown in the Declarations; and
- (2) Partly during the Policy Period (s) of any prior cancelled insurance that we or any affiliate issued to you or any predecessor in interest; and this insurance became effective at the time of cancellation of the prior insurance, we will first settle the amount of loss that you sustained during this Policy Period. We will then settle the remaining amount of loss that you sustained during the Policy Period(s) of the prior insurance.

## **Legal Action Against Us**

You may not bring any legal action against us involving a loss under this Supplemental Coverage:

- (1) Unless you have complied with all the terms of this insurance;
- (2) Until 90 days after you have filed proof of loss with us; and
- (3) Unless brought within 3 years from the date you “discovered” the loss.

If any limitation in this condition is prohibited by law, such limitation is amended so as to equal the minimum period of limitation provided by such law.

## **27. Computer Fraud**

We will pay for loss of or damage to “money”, “securities” and “other property” resulting directly from the use of any computer to fraudulently cause a transfer of that property from inside the “premises” or “banking premises”:

- a. To a person (other than a “messenger”) outside those “premises”; or
- b. To a place outside those “premises”.

### **Exclusions:**

#### **• Computer Fraud does not cover;**

- a. Credit Card Transactions Loss resulting from the use or purported use of credit, debit, change, access, convenience, identification, stored-value or other cards or the information contained on such cards.
- b. Funds Transfer Fraud

Loss resulting from a “fraudulent instructions” directing a financial institution to transfer, pay or deliver “funds” from your “transfer account”.

The most we will pay for loss or damage under this coverage is **\$25,000**.

## **28. Lock Replacement Coverage**

The insurance provided by this coverage applies to replacement of locks necessitated by the “theft” of keys to your “premises”.

The most we will pay for loss is **\$10,000**.

## **29. Money, Securities And Stamps**

The most we will pay for loss or damage is:

- a. **\$10,000** per occurrence for “money”, “securities” and stamps while located at the described “premises”; and
- b. **\$10,000** per occurrence for “money”, “securities” and stamps while being conveyed outside the described “premises” by you, your officers, your partners or your “employees”.

The insurance provided by this coverage applies to loss or damage to “money”, “securities”, and stamps.

## **30. Electronic Data**

- (1) Under this Additional Coverage, electronic data has the meaning described under Property Not Covered, Electronic Data.
- (2) Subject to the provisions of this Additional Coverage, we will pay for the cost to replace or restore electronic data which has been destroyed or corrupted by a Covered Cause of Loss. To the extent that electronic data is not replaced or restored, the loss will be valued at the cost of replacement of the media on which the electronic data was stored, with blank media of substantially identical type.
- (3) The Covered Causes of Loss applicable to Your Business Personal Property apply to this Additional Coverage, Electronic Data, subject to the following:

- (a) If the Causes Of Loss – Special Form applies, coverage under this Additional Coverage, Electronic Data, is limited to the "specified causes of loss" as defined in that form, and Collapse as set forth in that form.
  - (b) If the Causes Of Loss – Broad Form applies, coverage under this Additional Coverage, Electronic Data, includes Collapse as set forth in that form.
  - (c) If the Causes Of Loss Form is endorsed to add a Covered Cause of Loss, the additional Covered Cause of Loss does not apply to the coverage provided under this Additional Coverage, Electronic Data.
  - (d) The Covered Causes of Loss include a virus, harmful code or similar instruction introduced into or enacted on a computer system (including electronic data) or a network to which it is connected, designed to damage or destroy any part of the system or disrupt its normal operation. But there is no coverage for loss or damage caused by or resulting from manipulation of a computer system (including electronic data) by any employee, including a temporary or leased employee, or by an entity retained by you or for you to inspect, design, install, modify, maintain, repair or replace that system.
- (4) The most we will pay under this Additional Coverage, Electronic Data, is **\$2,500** for all loss or damage sustained in any one policy year, regardless of the number of occurrences of loss or damage or the number of premises, locations or computer systems involved. If loss payment on the first occurrence does not exhaust this amount, then the balance is available for subsequent loss or damage sustained in but not after that policy year. With respect to an occurrence which begins in one policy year and continues or results in additional loss or damage in a subsequent policy year(s), all loss or damage is deemed to be sustained in the policy year in which the occurrence began.

#### **DEFINITIONS**

- **"Banking premises"** means the interior of that portion of any building occupied by a banking institution or similar safe depository.
- **"Discover" or "discovered"** means the time when you first become aware of facts which would cause a reasonable person to assume that a loss of a type covered by this insurance has been or will be incurred, regardless of when the act or acts causing or contributing to such loss occurred, even though the exact amount or details of loss may not then be known.
- **"Discover" or "discovered" also means** the time when you first receive notice of an actual or potential claim in which it is alleged that you are liable to a third party under circumstances which, if true, would constitute a loss under this insurance.
- **"Employee":**
  - a. **"Employee" means:**
    - (1) Any natural person:
      - (a) While in your service and for the first 30 days immediately after termination of service, unless such termination is due to "theft" or any dishonest act committed by the "employee";
      - (b) Who you compensate directly by salary, wages or commissions; and
      - (c) Who you have the right to direct and control while performing services for you;
    - (2) Any natural person who is furnished temporarily to you:
      - (a) To substitute for a permanent "employee" as defined in Paragraph a.(1), who is on leave; or
      - (b) To meet seasonal or short-term work load conditions; while that person is subject to your direction and control and performing services for you, excluding, however, any such person while having care and custody of property outside the "premises";
    - (3) Any natural person who is leased to you under a written agreement between you and a labor leasing firm, to perform duties related to the conduct of your business, but does not mean a temporary employee as defined in Paragraph a.(2);
    - (4) Any natural person who is a former "employee", partner, "member", "manager", director or trustee retained as a consultant while performing services for you;
    - (5) Any natural person who is a guest student or intern pursuing studies or duties, excluding, however, any such person while having care and custody of property outside the "premises";
    - (6) Any "employee" of an entity merged or consolidated with you prior to the effective date of this policy; or
    - (7) Any of your "managers", directors or trustees while:

- (a) Performing acts within the scope of the usual duties of an “employee”; or
  - (b) Acting as a member of any committee duly elected or appointed by resolution of your board of directors or board of trustees to perform specific, as distinguished from general, directorial acts on your behalf.
- b. **“Employee” does not mean:**  
Any agent, broker, factor, commission merchant, consignee, independent contractor or representative of the same general character not specified in Paragraph 5.a.
- **“Fraudulent instructions” means:**
  - a. An electronic, telegraphic, cable, teletype, telefacsimile or telephone instruction which purports to have been transmitted by you, but which was in fact fraudulently transmitted by someone else without your knowledge or consent;
  - b. A written instruction issued by you, which was forged or altered by someone other than you without your knowledge or consent, or which purports to have been issued by you, but was in fact fraudulently issued without your knowledge or consent; or
  - c. An electronic, telegraphic, cable, teletype, telefacsimile, telephone or written instruction initially received by you which purports to have been transmitted by an “employee”, but which was in fact fraudulently transmitted by someone else without your knowledge or consent or the “employee’s” knowledge or consent.
- **“Funds” means** “money” and “securities”.
- **“Fungus” means** any type or form of fungus, including mold or mildew, and any mycotoxins, spores, scents or by-products produced or released by fungi.
- **“Fungi” means** comprising all the fungus groups and sometimes also the slime molds.
- **“Installation property” means** property of others for which you are liable or in which you have an interest, which is intended for installation, such as, but not limited to, materials, supplies, fixtures, machinery and equipment, and including labor or services furnished in connection with the installation.
- **“Jobsite” means** the premises where you or subcontractors working on your behalf are currently performing operations and where the “installation property” will be permanently located at the completion of the construction, erection, fabrication, or installation.
- **“Manager” means** a natural person serving in a directorial capacity for a limited liability company.
- **“Messenger” means** you, or a relative of yours, or any of your partners or “members”, or any “employee” while having care and custody of property outside the “premises”.
- **“Member” means** an owner of a limited liability company represented by its membership interest, who also may serve as a “manager”
- **“Money” means** currency, coins and bank notes in current use and having a face value and travelers checks, register checks and money orders held for sale to the public.
- **“Occurrence” means:**
  - a. Under Insuring Agreement A.2.:
    - (1) An individual act;
    - (2) The combined total of all separate acts whether or not related; or
    - (3) A series of acts whether or not related; committed by a person acting alone or in collusion with other persons, involving one or more instruments, during the Policy Period.
- **“Operations” means:**
  - a. Your business activities occurring at the described premises: and
  - b. The ability for a tenant to occupy the described premises.
- **“Other Property” means** any tangible property other than “money” and “securities” that has intrinsic value. “Other Property” does not include computer programs, electronic data, or any property specifically excluded under this insurance.

- **“Period of Restoration” means** the period of time that:
  - a. Begins immediately after the time of direct physical loss or damage caused by or resulting from any Covered Cause of Loss at the described premises; And
  - b. Ends on the earlier of:
    - (1) The date when the property at the described premises should be repaired, rebuilt or replaced with reasonable speed and similar quality; or
    - (2) The date when business is resumed at a new permanent location.

“Period of Restoration” does not include any increased period required due to enforcement of any ordinance or law that:

  - a. Regulates the construction, use or repair, or requires the tearing down of any property; or
  - b. Requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of “pollutants”.

The expiration date of the policy will not cut short the “period of restoration”.
- **“Pollutants” means** any solid, liquid, gaseous, or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals, and waste. Waste includes materials to be recycled, reconditioned, or reclaimed.
- **“Premises” means** the interior of that portion of any building you occupy in conducting your business.
- **“Rental Value” means** Business Income that consists of:
  - a. Net Income (Net Profit or Loss before income taxes) that would have been earned or incurred as rental income from tenant occupancy of the premises described in the Declarations as furnished and equipped by you, including fair rental value of any portion of the described premises which is occupied by you; and
  - b. Continuing normal operating expenses incurred in connection with that premises, including:
    - (1) Payroll; and
    - (2) The amount of charges, which is the legal obligation of the tenant(s) but would otherwise be your obligations.
- **“Securities” means** negotiable and non-negotiable instruments or contracts representing either “money” or property and includes:
  - a. Tokens, tickets, revenue and other stamps (whether represented by actual stamps or unused value in a meter) in current use; and
  - b. Evidences of debt issued in connection with credit or charge cards, which cards are not issued by you; but does not include “money”.
- **“Stock” means** merchandise held in storage or for sale, raw materials and in-process or finished goods, including supplies used in their packing or shipping.
- **“Suspension” means:**
  - a. The slowdown or cessation of your business activities; or
  - b. That a part or all of the described premises is rendered un-occupiable if coverage for Business Income including “Rental Value” or “Rental Value” applies.
- **“Theft” means** the unlawful taking of property to the deprivation of the insured.
- **“Transfer account” means** an account maintained by you at a financial institution from which you can initiate the transfer, payment or delivery of “funds”
- **“Valuable papers and records” means** inscribed, printed or written documents, manuscripts or records, including abstracts, books, deeds, drawings, films, maps or mortgages. But “valuable papers and records” does not mean “money” or “securities”, converted data, programs or instructions used in your data processing operations, including the materials on which the data is recorded.

**The CAUSE OF LOSS – SPECIAL FORM CP 10 30** – is changed as follows:

**B. EXCLUSIONS**

The following exclusions:

- Earth Movement, B.1.b.;
- Smoke, vapor or gas from agricultural smudging or industrial operations, B.2.c.;
- Explosion of steam boilers, steam pipes, steam engines or steam turbines owned by you, etc., B.2.e.;
- Continuous or repeated seepage or leakage of water that occurs over a period of 14 days or more B.2.f.
- Water, other liquids, powder or molten material that leaks or flows from plumbing, heating, air conditioning or other equipment, B.2.g.;
- Rain, snow, ice or sleet to personal property in the open, B.2.j.

The above exclusions do not apply to the following on this enhancement endorsement:

- Valuable Papers and Records-Cost of Research;
- Accounts Receivable;
- Computers and Media;
- Property in Transit;
- Fine Arts;
- Installation Property.

The following Exclusions do not apply to Computers and Media on this enhancement endorsement:

- Utility Services, B.1.e.;
- Artificially generated electric current, including electric arcing, that disturbs electrical devices, appliances or wires, B.2.a.;
- Faulty, inadequate or defective planning, B.3.c.



**PROPERTY ENHANCEMENT****With Business Income & Extra Expense**

This endorsement modifies insurance provided under the following:

**COMMERCIAL PROPERTY COVERAGE PART**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

**SUMMARY OF COVERAGE AND INDEX**

This is a summary of the various coverages and causes of loss provided by this form. No coverage is provided by this summary. This endorsement is subject to the provisions of your policy, which means that it is subject to all limitations and conditions applicable to the coverage forms attached to this policy unless specifically deleted, replaced, or modified herein. This endorsement is applicable only to those premises described in the Declarations.

1. Arson, Theft and Vandalism Reimbursement	\$10,000
2. Brands and Labels	\$25,000
3. Business Income and Extra Expense - Actual Loss Sustained	
4. Valuation:	
• Fabricator's/Manufacturer's Selling Price Valuation	Included
• Replacement Cost Valuation for Personal Property of Others	\$10,000
5. Fire Extinguisher Recharge Expense	\$5,000
6. Fire Department Service Charge	\$5,000
7. Newly Acquired or Constructed Property	
• Building	\$1,000,000
• Personal Property	\$500,000
8. Newly Acquired Location – Business Income and Extra Expense	\$250,000
9. Valuable Papers and Records – Cost of Research	\$30,000
10. Property Off Premises	\$20,000
11. Non-Owned Detached Trailers	\$10,000
12. Outdoor Fences	\$10,000
13. Outdoor Signs	\$10,000
14. Outdoor Trees, Shrubs and Plants (Subject to a \$1,000 per item limitation)	\$10,000
15. Radio and Television Receiving Equipment	\$10,000
16. Refrigerated Property	\$10,000
17. Ordinance or Law Coverage	
• Loss to the Undamaged Portion of the Building	Included
• Demolition Costs	\$50,000
• Increased Cost of Construction	\$50,000
18. Pollutant clean-up and Removal	\$25,000
19. Property in Transit	\$25,000
20. Back-Up of Sewers & Drains	\$25,000
21. Contractors' Tools and Equipment and Equipment of Others	\$5,000
Tools in a Locked Vehicle	\$1,000
22. Accounts Receivable	\$25,000
23. Claim Data Expense	\$25,000
24. Computers and Media	\$25,000
25. Fine Arts	\$25,000
26. Installation Property	\$25,000
27. Employee Theft (including Forgery or Alteration)	\$25,000
28. Computer Fraud	\$25,000
29. Lock Replacement	\$5,000
30. Money, Securities and Stamps (inside/outside)	\$5,000
31. Electronic Data	\$2,500



## **This endorsement modifies insurance provided under the following:**

The insurance provided by this coverage form is primary as respects any other insurance provided by this company unless the insured has specifically scheduled or described the property under another form then that coverage form shall be primary as respects the insurance provided by this coverage form. If a loss covered under this endorsement form also involves a loss under any other coverage form that is made a part of this policy, then the broadest coverage will apply except, if the property is specifically scheduled or described under another coverage form then the valuation provisions of that coverage form will apply:

**Coinsurance** under Additional Conditions F.1. does not apply as respect to this Enhancement Endorsement.

### **Coverage Deductible:**

- (1) Unless otherwise stated in this Endorsement, Coverage's are subject to the Deductible shown in the Commercial Property Coverage Declarations.

#### **1. Arson, Vandalism and Theft Reimbursement**

We will reimburse you for any reward you give to any person or persons other than you, your officers, your partners, your employees, or public police or fire officials, for information leading to a conviction in connection with:

- a. A fire loss to the described premises caused by arson;
- b. An actual or attempted theft of money or other Covered Property; or
- c. A vandalism loss to the described premises.

The most we will reimburse you for rewards given under this provision is **\$10,000**, or the amount of the claim for the loss described above, whichever is less, per loss and regardless of the number of persons who provided information.

#### **2. Brands And Labels**

If branded or labeled merchandise that is Covered Property is damaged by a Covered Cause of Loss, but retains a salvage value, you may, at your expense:

- a. Stamp the word SALVAGE on the merchandise or its containers if the stamp will not physically damage the merchandise; or
- b. Remove the brands or labels, if doing so will not physically damage the merchandise. You must re-label the merchandise or its containers to comply with the law.

The most we will pay for loss or damage under this Extension is **\$25,000**.

#### **3. Business Income And Extra Expense – Actual Loss Sustained**

- a. We will pay for the actual loss of business income you sustain due to the necessary "suspension" of your "operations" during the "period of restoration". The "suspension" must be caused by direct physical loss of, or damage to, covered property located at the premises, which are described in the declarations. The loss or damage must be caused by or result from a covered peril. We will also pay for the actual loss of business income you sustain due to loss of or damage to, business personal property in the open which is located at the premises described in the declarations, or business personal property in a vehicle within 100 feet of the site, which is located at the premises described in the declarations.
- b. We will pay for loss of business income that occurs only within twelve consecutive months after the date of direct physical loss or damage.
- c. We will pay for ordinary payroll expenses only for 60 days following the date of direct physical loss or damage.
- d. Business income means the :
  - (1) Net Income (Net Profit or Loss before income taxes) that would have been earned or incurred if no physical loss or damage had occurred; and
  - (2) Continuing normal operating expenses incurred (while "operations" are suspended), including payroll.

Ordinary payroll expenses mean payroll expenses for your employees except: Officers, Executives, Managers,

- (1) Ordinary Payroll expenses include: Payroll, Special compensation such as bonuses and other incentive compensation, Employee Benefits, if directly related to payroll, FICA payments you pay, Union dues you pay, and Workers' compensation premiums.
- e. We will pay necessary extra expense you incur during the "period of restoration" that you would not have incurred if there had not been no direct physical loss or damage to covered property at the premises, which are shown in the declarations. The loss or damage must be caused by or have resulted from a covered peril. We will also pay necessary extra expense you incur due to loss of or damage to business personal property in the open, which is located at the premises described in the declarations, or business personal property in a vehicle within 100 feet of the site, which is located at the premises, described in the declarations.
- f. Extra Expense means expense you incurred over and above your normal operating expense during the loss period:
  - (1) To avoid or minimize the "suspension" of business and to continue your "operations",
    - a) At the premises described in the declarations;, or
    - b) At a temporary location or a new replacement premises including:
      - 1) Relocation expenses; and
      - 2) Costs to set-up and/or install furniture, fixtures, movable business equipment, needed for operation of the temporary or replacement premise.
  - (2) To minimize the "suspension" of business if you cannot continue "operations".
  - (3) We will pay any Extra Expense to: repair or replace any property, or to rent substitute equipment; or research, replace or restore the lost information on damaged "valuable papers and records"; to the extent, it reduces the amount of loss that otherwise would have been payable under this coverage.
- g. We will only pay for Extra Expense that occurs within twelve consecutive months after the date of direct physical loss or damage.

#### **4. Valuation**

The following is added to the Building and Personal Property Coverage Form, E. Loss Conditions, 7. Valuation: f. and g. are added;

- f. Finished "stock" you fabricated or manufactured, including "stock" you have sold, but not delivered, at:
  - (1) The selling price, as if no loss or damage had occurred.
  - (2) Less discounts and expenses, you otherwise would have had.

We will pay the reduction in value of the remaining parts of "stock" when the reduction is caused by direct physical loss or damage from a Covered Cause of Loss to other parts of "stock" at the described premises.

- g. Personal Property of others at the amount for which you are liable, not to exceed the replacement cost or no greater than **\$10,000**.

The Electronic Data Additional Coverage added on this enhancement endorsement does not apply. Electronic Data Additional Coverage is provided under Valuable Papers and Records-Cost of Research Coverage.

#### **5. Fire Extinguisher Recharge Expense:**

The following is added to the Building and Personal Property Coverage Form, A.5. Coverage Extensions.

Coverage Extensions f. is added:

- f. The insurance provided by this Building and Personal Property Coverage Form applies to the cost to recharge your fire extinguishers discharged as a result of a Covered Cause of Loss. The most we will pay for loss under this coverage **\$5,000**.

**6. Fire Department Service Charge:**

The following changes Building and Personal Property Coverage Form, A.4.c. Additional Coverages.

- c. When the fire department is called to save or protect Covered Property from a Covered Cause of Loss, we will pay up to **\$5,000** for your liability for fire department service charges:

**7. Newly Acquired or Constructed Property**

Newly Acquired or Constructed Property under Building and Personal Property Coverage Form, Coverage A.5.a. coverage limits are changed as follows:

- (1) Building

The most we will pay for loss or damage under this coverage is **\$1,000,000** at each building.

- (2) Your Business Personal Property

The most we will pay for loss or damage under this coverage is **\$500,000** at each building.

**8. Newly Acquired Locations – Business Income and Extra Expense**

- a. This insurance applies to Business Income and Extra Expense Coverages in this endorsement that applies to newly acquired property at any location you acquire other than fairs or exhibitions.
- b. The most we will pay under this coverage, for the sum of Business Income loss and Extra Expense incurred, is **\$250,000** at each location.
- c. Insurance under this coverage for each newly acquired location will end when any of the following first occurs:
  - (1) The policy expires;
  - (2) 180 days expire after you acquire or begin to construct the property; or
  - (3) You report Values to us.

We will charge you additional premium for values reported from the date you acquire the property.

**9. Valuable Papers and Records – Cost of Research**

This insurance applies to: Building and Personal Property Coverage Extension: A.5.c. Your Business Personal Property to your costs to research, replace, or restore the lost information on lost or damaged valuable papers and records, including those which exist on electronic or magnetic media, for which duplicates do not exist. When Duplicates exist, we will determine the value of "Valuable Papers and Records," including those which exist on electronic or magnetic media (other than prepackaged software programs) at the cost of:

- (1) Blank materials for reproducing the records; and
- (2) Labor to transcribe or copy the records.

The most we will pay for loss or damage is **\$30,000** at each described premises.

The Electronic Data Additional Coverage under this enhancement endorsement does not apply. Electronic Data Additional Coverage is provided under Valuable Papers and Records-Cost of Research Coverage Extension.

**10. Property Off Premises**

Under Building and Personal Property Coverage Form, Coverage Extension A.5.d. (3) limits are increased as follows:

The \$10,000 limit for Property Off-Premises is increased to **\$20,000**.

**11. Non-Owned Detached Trailers**

Non-Owned Detached Trailers under the Building and Personal Property Coverage Extension A.5.f. is added as follows:

**f. Non-Owned Detached Trailers**

- (1) You may extend the insurance that applies to Your Business Personal Property to apply to loss or damage to trailers that you do not own, provided that:
  - (a) The trailer is used in your business;
  - (b) The trailer is in your care, custody or control at the premises described in the Declarations; and
  - (c) You have a contractual responsibility to pay for loss or damage to the trailer.
- (2) We will not pay for any loss or damage that occurs:

- (a) While the trailer is attached to any motor vehicle or motorized conveyance, whether or not the motor vehicle or motorized conveyance is in motion;
- (b) During hitching or unhitching operations, or when a trailer becomes accidentally unhitched from a motor vehicle or motorized conveyance.
- (3) The most we will pay for loss or damage under this Extension is **\$10,000**, unless a higher limit is shown in the Declarations.
- (4) This insurance is excess over the amount due (whether you can collect on it or not) from any other insurance covering such property.

Each of these Extensions is additional insurance unless otherwise indicated. The Additional Condition, Coinsurance, does not apply to these Extensions.

#### **12. Outdoor Fences**

Under Building and Personal Property Coverage Form, Coverage Extension A.5.e. Outdoor Property is changed as follows:

- e. The insurance provided by this Coverage Form applies to your outdoor fences, including debris removal expense, caused by or resulting from any of the covered Causes of Loss.  
The most we will pay for loss or damage under this Coverage is **\$10,000**.

#### **13. Outdoor Signs**

Under Building and Personal Property Coverage Form, Coverage Extension A.5.e. Outdoor Property is changed as follows:

- e. The insurance provided by this Coverage Form applies to your outdoor signs, including debris removal expense, caused by or resulting from any of the covered Causes of Loss.  
The most we will pay for loss or damage under this Coverage is **\$10,000**.

#### **14. Outdoor Trees, Shrubs and Plants**

Under Building and Personal Property Coverage Form, Coverage Extension A.5.e. Outdoor Property is changed as follows:

- e. The insurance provided by this Coverage Form applies to your outdoor trees, shrubs and plants (other than ornamental display gardens or growing stock), including debris removal expense, caused by or resulting from any of the covered Causes of Loss.  
The most we will pay for loss or damage under this Coverage is **\$10,000**. Subject to a **\$1,000 per item limitation**.

#### **15. Radio and Television Receiving Equipment**

Under Building and Personal Property Coverage Form, Coverage Extension A.5.g. Radio and Television Receiving Equipment is added as follows:

- g. The insurance provided by this Coverage Form applies to loss or damage to your radio and television antennas, satellite dishes, and similar audio/visual receiving equipment; their lead-in wiring, masts or towers, including debris removal expense, caused by or resulting from any of the Covered Causes of Loss.  
The most we will pay for loss or damage under this Coverage is **\$10,000**.

#### **16. Refrigerated Property**

Under Building and Personal Property Coverage Form, Coverage Extension A.5.h. Refrigerated Property is added as follows:

- h. The insurance that applies to Your Business Personal Property for food spoilage resulting from utility failure to the described premises. This enhancement does not apply to food spoilage resulting from mechanical failure of your refrigeration equipment.

The most we will pay for loss or damage is **\$10,000**.

## 17. Ordinance or Law

This insurance applies to Building Property, we will pay;

- (1) If a Covered Cause of Loss occurs to covered Building property, we will pay;
  - (a) For loss or damage caused by enforcement of any ordinance or law that:
    - 1) Requires the demolition of part of the same property not damaged by a Covered Cause of Loss;
    - 2) Regulates the construction or repair of buildings, or establishes zoning or land use requirements at the described premises; and
    - 3) Is in force at the time of loss.
  - (b) The increased cost to repair, rebuild or construct the property caused by enforcement of building, zoning or land use ordinance or law. If the property is repaired or rebuilt, it must be intended for similar occupancy as the current property, unless otherwise required by zoning or land use ordinance or law.
  - (c) The cost to demolish and clear the site of undamaged parts of the property caused by enforcement of the building, zoning or land use ordinance or law.
- (2) However, we will not pay under this enhancement for the costs associated with the enforcement of any ordinance or law which requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants", "fungi" wet or dry rot or bacteria; or any costs associated with the enforcement of an ordinance or law which requires demolition, repair, replacement, reconstruction, remodeling or remediation of property due to contamination by "pollutants", "fungi", wet or dry rot or bacteria.

**"Pollutants," means** any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned, or reclaimed.

**"Fungus" means** any type or form of fungus, including mold or mildew, and any mycotoxins, spores, scents, or by-products produced or released by fungi.

- (3) We will not pay for increased construction costs under this endorsement;
  - (a) Until the property is actually repaired or replaced, at that same premises or elsewhere; and
  - (b) Unless the repairs or replacement are made as soon as reasonably possible after the loss or damage, not to exceed two years. We may extend this period in writing during the two years.
- (4) We will not pay more:
  - (a) If the property is repaired or replaced on the same premises, than the amount you actually spend to:
    - 1) Demolish and clear the site; and
    - 2) Repair, rebuild or construct the property but not for more than property of the same height, floor area and style on the same premises.
  - (b) If the property is not repaired or replaced on the same premises, than;
    - 1) The amount you actually spend to demolish and clear the site of the described premises; and
    - 2) The cost to replace, on the same premises, the damaged or destroyed property with other property:
      - a) Of comparable material and quality;
      - b) Of the same height, floor area and style; and
      - c) Used for the same purpose.
  - (c) Than **\$50,000** in any one occurrence for increased construction costs under this enhancement.
  - (d) Than **\$50,000** in any one occurrence for demolition costs under this enhancement.

The enhancement terms apply separately to each building to which this coverage applies.

This coverage is subject to the deductible in the Commercial Property Coverage Declarations.

## **18. Pollutant Clean Up And Removal**

Under Building and Personal Property Coverage Form, Additional Coverage A.4.d. limit is increased as follows:

The \$10,000 limit for Pollutant Clean Up And Removal is increased to **\$25,000**.

## **19. Property In Transit (Including F.O.B. Shipments and Return Shipments)**

### **E.1. is replaced by the following:**

1. The insurance provided by the Cause Of Loss-Special Form Coverage Form applies to loss of or damage to personal property used in your business, including salespersons' samples, that is in transit at your risk more than 100 feet from the described premises.

### **E.1.a. is replaced by the following:**

- a. We cover property shipped:
  - (1) By any type of carrier you do not own, lease, or operate;
  - (2) In or on any vehicle you own, lease, or operate;
  - (3) In the care, custody, or control of your salesperson.
  - (4) We will also pay for loss of or damage to property you ship on a F.O.B. meaning Free On Board, basis if you cannot collect the loss from the consignee. But, we will only pay the amount of your interest in the property.
  - (5) We will also pay for loss of or damage to property you ship which has been rejected by the consignee, or is not deliverable, while in transit being returned to you.

This enhancement does not apply to "installation property".

**"Installation property" means** property of others for which you are liable or in which you have an interest, which is intended for installation, such as, but not limited to, materials, supplies, fixtures, machinery and equipment, and including labor or services furnished in connection with the installation.

- c. The most we will pay for loss or damage is **\$25,000**.

## **20. BackUp Of Sewers And Drains**

This coverage under the Cause Of Loss-Special Form to apply to direct physical damage and actual loss of Business Income you sustain or necessary Extra Expense you incur caused by water and water-borne materials that back up from a sewer or drain.

Causes Of Loss – Basic Form Exclusions B.1.g.(3) and Causes Of Loss – Special Form B.2.d.(2), (7) (a) & (b), do not apply to Backup Sewer and Drain Coverage on this endorsement.

The most we will pay for loss or damage is **\$25,000**. A standard **\$250** deductible applies to each building.

## **21. Contractors' Tools and Equipment**

Your Business Personal Property Coverage applies to contractor's tools and equipment as follows:

- a. We will cover the following property for any of the Covered Causes of Loss:
  - (1) The most we will pay for your unscheduled communication equipment, not permanently installed, including cellular telephones and communication radios, communication equipment resulting from one occurrence is **\$5,000** after a deductible of **\$250** is applied to the loss.
  - (2) Your unscheduled tools and unscheduled tools owned by your employees.
    - (a) The most we will pay for any one occurrence is **\$5,000** after a deductible of **\$250** is applied to the loss.
    - (b) The most we will pay is a **\$1,000** for loss or damage caused by theft of tools, after a **\$500** deductible is applied to the loss, while left unattended in any locked vehicle or attached locked tool bin.
    - (c) We will not pay for loss or damage caused by theft of tools while left unattended in or on any vehicle, if tools are unlocked inside the vehicle, or attached tool bin and there is no evidence of forced entry.
  - (3) The most we will pay is **\$5,000** for unscheduled contractors' equipment of others rented or leased to you and in your care, custody, or control, or at a job site.



## **22. Accounts Receivable**

- a. The insurance provided by this endorsement is to cover loss at the described premises for:
- (1) All amounts due from your customers that you are unable to collect;
  - (2) Interest charges on any loan required to offset amounts you are unable to collect pending our payment of these amounts;
  - (3) Collection expenses in excess of your normal collection expenses that are made necessary by the loss; and
  - (4) Others reasonable expenses that you incur to reestablish your records of accounts receivable; that result from Covered Causes of Loss to your records of accounts receivable.
- b. If you give us written notice within 10 days of removal of your records of accounts receivable because of imminent danger of loss, we will pay for loss while they are:
- (1) At a safe place away from your described premises:
  - (2) Being taken to and returned from that place.

The most we will pay for loss or damage is **\$25,000**

## **23. Claim Data Expense**

The insurance provided by this endorsement applies to the expense you incur in preparing claim data when required by us. This includes the cost of taking inventories, making appraisals, and preparing other documentation to show the extent of loss.

The most we will pay for preparation of claim data is **\$25,000**. We will not pay for any expenses billed by and payable to insurance adjusters or attorneys or any costs as provided in: Building And Personal Property Coverage Form, E. Loss Conditions, 2. Appraisal.

The most we will pay for loss is **\$25,000**.

## **24. Computers And Media**

This insurance applies to your Business Personal Property A.1.b.: Direct loss or damage to computer "equipment" and replaceable "media" that you own, lease, rent, or for which you are otherwise legally responsible.

- (8) **"Equipment" means** a network of machine components that accepts information, processes it according to a plan, and produces a desired result. This includes programmable electronic devices that can store, retrieve, and process data and associated peripheral devices that provide communication, including input and output functions such as printing, or auxiliary functions such as data transmission.
- (9) **"Media" means** the material on which data is recorded, such as magnetic tapes, internal and external hard discs, and flash drive. This includes the data stored on the media. Any data stored on The Cloud is excluded.

This coverage applies to property located anywhere in the coverage territory.

The coverage is subject to the deductible on the Commercial Property Coverage Declarations.

The most we will pay for loss or damage is **\$25,000**.

## **25. Fine Arts**

The insurance that is provided by this coverage applies to paintings, etchings, pictures, tapestries and any other bona fide works of art with rarity or historical value caused by or resulting from any Covered Causes of Loss.

The most we will pay for loss or damage for this coverage is **\$25,000**.

## **26. Installation Property**

The insurance provided by this coverage applies to "Installation Property"

- a. While on the "job site"
- b. While at any temporary storage location you do not own, lease or operate; or
- c. While in transit.

A **\$250** deductible is subject to each covered loss.

For this coverage, **"job site" means** the premises where you or subcontractors working on your behalf are currently performing operations, and where the "installation property" will be permanently located at the completion of the construction, erection, fabrication, or installation.

The most we will pay for loss or damage for this coverage is **\$25,000**.

## **27. Employee Theft**

We will pay up to **\$25,000** in any one "occurrence" for loss of or damage to "money", "securities" and "other property" resulting directly from "theft" including forgery committed by an "employee". "Theft" shall also include forgery.

### **This Supplemental Coverage does not cover loss resulting from:**

- a. Acts committed by you, your partners, or "members," whether acting alone or in collusion with other persons.
- b. Acts of "employees" learned of by you, your partners, "members," "managers," officers, directors or trustees not in collusion with the "employee," prior to the policy period shown in the Declarations.
- c. The unauthorized disclosure of your confidential information including, but not limited to, patents, trade secrets, processing methods or customer lists.
- d. The unauthorized use or disclosure of confidential information of another person or entity which is held by you including, but not limited to financial information, personal information, credit card information or similar non-public information.
- e. Indirect loss as a result of an "occurrence" including, but not limited to loss resulting from:
  - (1) Your inability to realize income that you would have realized had there been no loss of or damage to "money", "securities" or "other property".
  - (2) Payment of damages of any type for which you are legally liable. But, we pay compensatory damages arising directly from a loss covered under this supplementary coverage.
  - (3) Payment of costs, fees or other expenses you incur in establishing either the existence or the amount of loss under this supplementary coverage.
- f. Fees, costs and expenses incurred by you which are related to any legal action.
- g. Loss, or that part of any loss, the proof of which as to its existence or amount is dependent upon:
  - (1) An inventory computation; or
  - (2) A profit and loss computation.
- h. Trading, whether in your name or in a genuine or fictitious account.
- i. The fraudulent or dishonest signing, issuing, canceling, or failing to cancel a warehouse receipt or any papers connected with it.

### **Duties in the Event of Loss**

After you "discover" a loss or a situation that may result in loss of or damage to "money", "securities" or "other property" you must:

- a. Notify us as soon as possible.
- b. Submit to examination under oath at our request and give us a signed statement of your answers.
- c. Produce for our examination all pertinent records.
- d. Give us a detailed, sworn proof of loss within 120 days.
- e. Cooperate with us in the investigation and settlement of any claim.

### **Limits of Insurance Under This Supplemental Coverage**

The most we will pay for all losses resulting directly from an "occurrence" is the applicable limit shown in the Summary Of Coverage.

If any loss is covered under more than one Insuring Agreement or Coverage, the most we will pay for such loss shall not exceed the largest limit available under any one of those Insuring Agreements or Coverages.

### **Loss Sustained During Prior Insurance Issued By Us Or Any Affiliate**

#### **a. Loss Sustained Partly During This Insurance And Partly During Prior Insurance**

If you "discover" a loss during the Policy Period shown in the Declarations, resulting directly from an "occurrence" taking place:

- (1) Partly during the Policy Period shown in the Declarations; and
- (2) Partly during the Policy Period (s) of any prior cancelled insurance that we or any affiliate issued to you or any predecessor in interest; and this insurance became effective at the time of cancellation of the prior insurance, we will first settle the amount of loss that you sustained during this Policy Period. We will then settle the remaining amount of loss that you sustained during the Policy Period(s) of the prior insurance.

### **Legal Action Against Us**

You may not bring any legal action against us involving a loss under this Supplemental Coverage:

- (1) Unless you have complied with all the terms of this insurance;
- (2) Until 90 days after you have filed proof of loss with us; and
- (3) Unless brought within 3 years from the date you "discovered" the loss.

If any limitation in this condition is prohibited by law, such limitation is amended so as to equal the minimum period of limitation provided by such law.

### **28. Computer Fraud**

We will pay for loss of or damage to "money", "securities" and "other property" resulting directly from the use of any computer to fraudulently cause a transfer of that property from inside the "premises" or "banking premises":

- a. To a person (other than a "messenger") outside those "premises"; or
- b. To a place outside those "premises".

### **Exclusions:**

#### **• Computer Fraud does not cover;**

- a. Credit Card Transactions Loss resulting from the use or purported use of credit, debit, charge, access, convenience, identification, stored-value or other cards or the information contained on such cards.
- b. Funds Transfer Fraud

Loss resulting from a "fraudulent instructions" directing a financial institution to transfer, pay or deliver "funds" from your "transfer account".

The most we will pay for loss or damage under this coverage is **\$25,000**.

### **29. Lock Replacement Coverage**

The insurance provided by this coverage applies to replacement of locks necessitated by the "theft" of keys to your "premises".

The most we will pay for loss is **\$5,000**.

### **30. Money, Securities And Stamps**

The most we will pay for loss or damage is:

- a. **\$5,000** per occurrence for "money", "securities" and stamps while located at the described "premises"; and
- b. **\$5,000** per occurrence for "money", "securities" and stamps while being conveyed outside the described "premises" by you, your officers, your partners or your "employees".

The insurance provided by this coverage applies to loss or damage to "money", "securities", and stamps.

### **31. Electronic Data**

- (1) Under this Additional Coverage, electronic data has the meaning described under Property Not Covered, Electronic Data.
- (2) Subject to the provisions of this Additional Coverage, we will pay for the cost to replace or restore electronic data which has been destroyed or corrupted by a Covered Cause of Loss. To the extent that electronic data is not replaced or restored, the loss will be valued at the cost of replacement of the media on which the electronic data was stored, with blank media of substantially identical type.
- (3) The Covered Causes of Loss applicable to Your Business Personal Property apply to this Additional Coverage, Electronic Data, subject to the following:
  - (a) If the Causes Of Loss – Special Form applies, coverage under this Additional Coverage, Electronic Data, is limited to the "specified causes of loss" as defined in that form, and Collapse as set forth in that form.
  - (b) If the Causes Of Loss – Broad Form applies, coverage under this Additional Coverage, Electronic Data, includes Collapse as set forth in that form.
  - (c) If the Causes Of Loss Form is endorsed to add a Covered Cause of Loss, the additional Covered Cause of Loss does not apply to the coverage provided under this Additional Coverage, Electronic Data.

- (d) The Covered Causes of Loss include a virus, harmful code or similar instruction introduced into or enacted on a computer system (including electronic data) or a network to which it is connected, designed to damage or destroy any part of the system or disrupt its normal operation. But there is no coverage for loss or damage caused by or resulting from manipulation of a computer system (including electronic data) by any employee, including a temporary or leased employee, or by an entity retained by you or for you to inspect, design, install, modify, maintain, repair or replace that system.
- (4) The most we will pay under this Additional Coverage, Electronic Data, is **\$2,500** for all loss or damage sustained in any one policy year, regardless of the number of occurrences of loss or damage or the number of premises, locations or computer systems involved. If loss payment on the first occurrence does not exhaust this amount, then the balance is available for subsequent loss or damage sustained in but not after that policy year. With respect to an occurrence which begins in one policy year and continues or results in additional loss or damage in a subsequent policy year(s), all loss or damage is deemed to be sustained in the policy year in which the occurrence began.

## **DEFINITIONS**

- **“Banking premises”** means the interior of that portion of any building occupied by a banking institution or similar safe depository.
- **“Discover” or “discovered” means** the time when you first become aware of facts which would cause a reasonable person to assume that a loss of a type covered by this insurance has been or will be incurred, regardless of when the act or acts causing or contributing to such loss occurred, even though the exact amount or details of loss may not then be known.
- **“Discover” or “discovered” also means** the time when you first receive notice of an actual or potential claim in which it is alleged that you are liable to a third party under circumstances which, if true, would constitute a loss under this insurance.
- **“Employee”:**
  - a. **“Employee” means:**
    - (1) Any natural person:
      - (a) While in your service and for the first 30 days immediately after termination of service, unless such termination is due to “theft” or any dishonest act committed by the “employee”;
      - (b) Who you compensate directly by salary, wages or commissions; and
      - (c) Who you have the right to direct and control while performing services for you;
    - (2) Any natural person who is furnished temporarily to you:
      - (a) To substitute for a permanent “employee” as defined in Paragraph a.(1), who is on leave; or
      - (b) To meet seasonal or short-term work load conditions; while that person is subject to your direction and control and performing services for you, excluding, however, any such person while having care and custody of property outside the “premises”;
    - (3) Any natural person who is leased to you under a written agreement between you and a labor leasing firm, to perform duties related to the conduct of your business, but does not mean a temporary employee as defined in Paragraph a.(2);
    - (4) Any natural person who is a former “employee”, partner, “member”, “manager”, director or trustee retained as a consultant while performing services for you;
    - (5) Any natural person who is a guest student or intern pursuing studies or duties, excluding, however, any such person while having care and custody of property outside the “premises”;
    - (6) Any “employee” of an entity merged or consolidated with you prior to the effective date of this policy; or
    - (7) Any of your “managers”, directors or trustees while:
      - (a) Performing acts within the scope of the usual duties of an “employee”; or
      - (b) Acting as a member of any committee duly elected or appointed by resolution of your board of directors or board of trustees to perform specific, as distinguished from general, directorial acts on your behalf.
  - b. **“Employee” does not mean:**
    - Any agent, broker, factor, commission merchant, consignee, independent contractor or representative of the same general character not specified in Paragraph 5.a.

- **“Fraudulent instructions” means:**
  - a. An electronic, telegraphic, cable, teletype, telefacsimile or telephone instruction which purports to have been transmitted by you, but which was in fact fraudulently transmitted by someone else without your knowledge or consent;
  - b. A written instruction issued by you, which was forged or altered by someone other than you without your knowledge or consent, or which purports to have been issued by you, but was in fact fraudulently issued without your knowledge or consent; or
  - c. An electronic, telegraphic, cable, teletype, telefacsimile, telephone or written instruction initially received by you which purports to have been transmitted by an “employee”, but which was in fact fraudulently transmitted by someone else without your knowledge or consent or the “employee’s” knowledge or consent.
- **“Funds” means** “money” and “securities”.
- **“Fungus” means** any type or form of fungus, including mold or mildew, and any mycotoxins, spores, scents or by-products produced or released by fungi.
- **“Fungi” means** comprising all the fungus groups and sometimes also the slime molds.
- **“Installation property” means** property of others for which you are liable or in which you have an interest, which is intended for installation, such as, but not limited to, materials, supplies, fixtures, machinery and equipment, and including labor or services furnished in connection with the installation.
- **“Jobsite” means** the premises where you or subcontractors working on your behalf are currently performing operations and where the “installation property” will be permanently located at the completion of the construction, erection, fabrication, or installation.
- **“Manager” means** a natural person serving in a directorial capacity for a limited liability company.
- **“Messenger” means** you, or a relative of yours, or any of your partners or “members”, or any “employee” while having care and custody of property outside the “premises”.
- **“Member” means** an owner of a limited liability company represented by its membership interest, who also may serve as a “manager”
- **“Money” means** currency, coins and bank notes in current use and having a face value and travelers checks, register checks and money orders held for sale to the public.
- **“Occurrence” means:**
  - a. Under Insuring Agreement A.2.:
    - (1) An individual act;
    - (2) The combined total of all separate acts whether or not related; or
    - (3) A series of acts whether or not related; committed by a person acting alone or in collusion with other persons, involving one or more instruments, during the Policy Period.
- **“Operations” means:**
  - a. Your business activities occurring at the described premises: and
  - b. The ability for a tenant to occupy the described premises.
- **“Other Property” means** any tangible property other than “money” and “securities” that has intrinsic value. “Other Property” does not include computer programs, electronic data, or any property specifically excluded under this insurance.
- **“Period of Restoration” means** the period of time that:
  - a. Begins immediately after the time of direct physical loss or damage caused by or resulting from any Covered Cause of Loss at the described premises; And
  - b. Ends on the earlier of:
    - (1) The date when the property at the described premises should be repaired, rebuilt or replaced with reasonable speed and similar quality; or
    - (2) The date when business is resumed at a new permanent location.

“Period of Restoration” does not include any increased period required due to enforcement of any ordinance or law that:

- a. Regulates the construction, use or repair, or requires the tearing down of any property; or
  - b. Requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants".
- The expiration date of the policy will not cut short the "period of restoration".
- **"Pollutants" means** any solid, liquid, gaseous, or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals, and waste. Waste includes materials to be recycled, reconditioned, or reclaimed.
  - **"Premises" means** the interior of that portion of any building you occupy in conducting your business.
  - **"Rental Value" means** Business Income that consists of:
    - a. Net Income (Net Profit or Loss before income taxes) that would have been earned or incurred as rental income from tenant occupancy of the premises described in the Declarations as furnished and equipped by you, including fair rental value of any portion of the described premises which is occupied by you; and
    - b. Continuing normal operating expenses incurred in connection with that premises, including:
      - (1) Payroll; and
      - (2) The amount of charges, which is the legal obligation of the tenant(s) but would otherwise be your obligations.
  - **"Securities" means** negotiable and non-negotiable instruments or contracts representing either "money" or property and includes:
    - a. Tokens, tickets, revenue and other stamps (whether represented by actual stamps or unused value in a meter) in current use; and
    - b. Evidences of debt issued in connection with credit or charge cards, which cards are not issued by you; but does not include "money".
  - **"Stock" means** merchandise held in storage or for sale, raw materials and in-process or finished goods, including supplies used in their packing or shipping.
  - **"Suspension" means:**
    - a. The slowdown or cessation of your business activities; or
    - b. That a part or all of the described premises is rendered un-occupiable if coverage for Business Income including "Rental Value" or "Rental Value" applies.
  - **"Theft" means** the unlawful taking of property to the deprivation of the insured.
  - **"Transfer account" means** an account maintained by you at a financial institution from which you can initiate the transfer, payment or delivery of "funds"
  - **"Valuable papers and records" means** inscribed, printed or written documents, manuscripts or records, including abstracts, books, deeds, drawings, films, maps or mortgages. But "valuable papers and records" does not mean "money" or "securities", converted data, programs or instructions used in your data processing operations, including the materials on which the data is recorded.

**B. EXCLUSIONS**

The following exclusions:

- Earth Movement, B.1.b.;
- Smoke, vapor or gas from agricultural smudging or industrial operations, B.2.c.;
- Explosion of steam boilers, steam pipes, steam engines or steam turbines owned by you, etc., B.2.e.;
- Continuous or repeated seepage or leakage of water that occurs over a period of 14 days or more B.2.f.
- Water, other liquids, powder or molten material that leaks or flows from plumbing, heating, air conditioning or other equipment, B.2.g.;
- Rain, snow, ice or sleet to personal property in the open, B.2.j.

The above exclusions do not apply to the following on this enhancement endorsement:

- Valuable Papers and Records-Cost of Research;
- Accounts Receivable;
- Computers and Media;
- Property in Transit;
- Fine Arts;
- Installation Property.

The following Exclusions do not apply to Computers and Media on this enhancement endorsement:

- Utility Services, B.1.e.;
- Artificially generated electric current, including electric arcing, that disturbs electrical devices, appliances or wires, B.2.a.;
- Faulty, inadequate or defective planning, B.3.c.

## PROPERTY ENHANCEMENT PLUS

### With Business Income & Extra Expense

This endorsement modifies insurance provided under the following:

#### COMMERCIAL PROPERTY COVERAGE PART

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

#### SUMMARY OF COVERAGE AND INDEX

This is a summary of the various coverages and causes of loss provided by this form. No coverage is provided by this summary. This endorsement is subject to the provisions of your policy, which means that it is subject to all limitations and conditions applicable to the coverage forms attached to this policy unless specifically deleted, replaced, or modified herein. This endorsement is applicable only to those premises described in the Declarations.

1. Arson, Theft and Vandalism Reimbursement	\$10,000
2. Brands and Labels	\$25,000
3. Business Income and Extra Expense      - Actual Loss Sustained	
4. Valuation:	
• Fabricator's/Manufacturer's Selling Price Valuation	Included
• Replacement Cost Valuation for Personal Property of Others	\$10,000
5. Fire Extinguisher Recharge Expense	\$5,000
6. Fire Department Service Charge	\$5,000
7. Newly Acquired or Constructed Property	
• Building	\$1,000,000
• Personal Property	\$500,000
8. Newly Acquired Location – Business Income and Extra Expense	\$250,000
9. Valuable Papers and Records – Cost of Research	\$50,000*
10. Property Off Premises	\$50,000*
11. Non-Owned Detached Trailers	\$10,000
12. Outdoor Fences	\$10,000
13. Outdoor Signs	\$10,000
14. Outdoor Trees, Shrubs and Plants (Subject to a \$1,000 per item limitation)	\$10,000
15. Radio and Television Receiving Equipment	\$10,000
16. Refrigerated Property	\$10,000
17. Ordinance or Law Coverage	
• Loss to the Undamaged Portion of the Building	Included
• Demolition Costs	\$50,000
• Increased Cost of Construction	\$50,000
18. Pollutant clean-up and Removal	\$25,000
19. Property in Transit	\$50,000*
20. Back-Up of Sewers & Drains	\$50,000*
21. Contractors' Tools and Equipment and Equipment of Others	\$10,000*
Tools in a Locked Vehicle	\$5,000*
22. Accounts Receivable	\$50,000*
23. Claim Data Expense	\$25,000
24. Computers and Media	\$25,000
25. Fine Arts	\$25,000
26. Installation Property	\$50,000*
27. Employee Theft (including Forgery or Alteration)	\$25,000
28. Computer Fraud	\$25,000
29. Lock Replacement	\$10,000*
30. Money, Securities and Stamps (inside/outside)	\$10,000*
31. Electronic Data	\$2,500





## **This endorsement modifies insurance provided under the following:**

The insurance provided by this coverage form is primary as respects any other insurance provided by this company unless the insured has specifically scheduled or described the property under another form then that coverage form shall be primary as respects the insurance provided by this coverage form. If a loss covered under this endorsement form also involves a loss under any other coverage form that is made a part of this policy, then the broadest coverage will apply except, if the property is specifically scheduled or described under another coverage form then the valuation provisions of that coverage form will apply:

**Coinsurance** under Additional Conditions F.1. does not apply as respect to this Enhancement Endorsement.

### **Coverage Deductible:**

- (1) Unless otherwise stated in this Endorsement, Coverage's are subject to the Deductible shown in the Commercial Property Coverage Declarations.

#### **1. Arson, Vandalism and Theft Reimbursement**

We will reimburse you for any reward you give to any person or persons other than you, your officers, your partners, your employees, or public police or fire officials, for information leading to a conviction in connection with:

- a. A fire loss to the described premises caused by arson;
- b. An actual or attempted theft of money or other Covered Property; or
- c. A vandalism loss to the described premises.

The most we will reimburse you for rewards given under this provision is **\$10,000**, or the amount of the claim for the loss described above, whichever is less, per loss and regardless of the number of persons who provided information.

#### **2. Brands And Labels**

If branded or labeled merchandise that is Covered Property is damaged by a Covered Cause of Loss, but retains a salvage value, you may, at your expense:

- a. Stamp the word SALVAGE on the merchandise or its containers if the stamp will not physically damage the merchandise; or
- b. Remove the brands or labels, if doing so will not physically damage the merchandise. You must re-label the merchandise or its containers to comply with the law.

The most we will pay for loss or damage under this Extension is **\$25,000**.

#### **3. Business Income And Extra Expense – Actual Loss Sustained**

- a. We will pay for the actual loss of business income you sustain due to the necessary "suspension" of your "operations" during the "period of restoration". The "suspension" must be caused by direct physical loss of, or damage to, covered property located at the premises, which are described in the declarations. The loss or damage must be caused by or result from a covered peril. We will also pay for the actual loss of business income you sustain due to loss of or damage to, business personal property in the open which is located at the premises described in the declarations, or business personal property in a vehicle within 100 feet of the site, which is located at the premises described in the declarations.
- b. We will pay for loss of business income that occurs only within twelve consecutive months after the date of direct physical loss or damage.
- c. We will pay for ordinary payroll expenses only for 60 days following the date of direct physical loss or damage.
- d. Business income means the :
  - (1) Net Income (Net Profit or Loss before income taxes) that would have been earned or incurred if no physical loss or damage had occurred; and
  - (2) Continuing normal operating expenses incurred (while "operations" are suspended), including payroll.

Ordinary payroll expenses mean payroll expenses for your employees except: Officers, Executives, Managers,

- (1) Ordinary Payroll expenses include: Payroll, Special compensation such as bonuses and other incentive compensation, Employee Benefits, if directly related to payroll, FICA payments you pay, Union dues you pay, and Workers' compensation premiums.
- e. We will pay necessary extra expense you incur during the "period of restoration" that you would not have incurred if there had not been no direct physical loss or damage to covered property at the premises, which are shown in the declarations. The loss or damage must be caused by or have resulted from a covered peril. We will also pay necessary extra expense you incur due to loss of or damage to business personal property in the open, which is located at the premises described in the declarations, or business personal property in a vehicle within 100 feet of the site, which is located at the premises, described in the declarations.
- f. Extra Expense means expense you incurred over and above your normal operating expense during the loss period:
  - (1) To avoid or minimize the "suspension" of business and to continue your "operations",
    - a) At the premises described in the declarations;, or
    - b) At a temporary location or a new replacement premises including:
      - 1) Relocation expenses; and
      - 2) Costs to set-up and/or install furniture, fixtures, movable business equipment, needed for operation of the temporary or replacement premise.
  - (2) To minimize the "suspension" of business if you cannot continue "operations".
  - (3) We will pay any Extra Expense to: repair or replace any property, or to rent substitute equipment; or research, replace or restore the lost information on damaged "valuable papers and records"; to the extent, it reduces the amount of loss that otherwise would have been payable under this coverage.
- g. We will only pay for Extra Expense that occurs within twelve consecutive months after the date of direct physical loss or damage.

#### **4. Valuation**

The following is added to the Building and Personal Property Coverage Form, E. Loss Conditions, 7. Valuation: f. and g. are added;

- f. Finished "stock" you fabricated or manufactured, including "stock" you have sold, but not delivered, at:
  - (1) The selling price, as if no loss or damage had occurred.
  - (2) Less discounts and expenses, you otherwise would have had.

We will pay the reduction in value of the remaining parts of "stock" when the reduction is caused by direct physical loss or damage from a Covered Cause of Loss to other parts of "stock" at the described premises.

- g. Personal Property of others at the amount for which you are liable, not to exceed the replacement cost or no greater than **\$10,000**.

The Electronic Data Additional Coverage added on this enhancement endorsement does not apply. Electronic Data Additional Coverage is provided under Valuable Papers and Records-Cost of Research Coverage.

#### **5. Fire Extinguisher Recharge Expense:**

The following is added to the Building and Personal Property Coverage Form, A.5. Coverage Extensions.

Coverage Extensions f. is added:

- f. The insurance provided by this Building and Personal Property Coverage Form applies to the cost to recharge your fire extinguishers discharged as a result of a Covered Cause of Loss. The most we will pay for loss under this coverage **\$5,000**.

**6. Fire Department Service Charge:**

The following changes Building and Personal Property Coverage Form, A.4.c. Additional Coverages.

- c. When the fire department is called to save or protect Covered Property from a Covered Cause of Loss, we will pay up to **\$5,000** for your liability for fire department service charges:

**7. Newly Acquired or Constructed Property**

Newly Acquired or Constructed Property under Building and Personal Property Coverage Form, Coverage A.5.a. coverage limits are changed as follows:

- (1) Building  
The most we will pay for loss or damage under this coverage is **\$1,000,000** at each building.
- (2) Your Business Personal Property  
The most we will pay for loss or damage under this coverage is **\$500,000** at each building.

**8. Newly Acquired Locations – Business Income and Extra Expense**

- a. This insurance applies to Business Income and Extra Expense Coverages in this endorsement that applies to newly acquired property at any location you acquire other than fairs or exhibitions.
- b. The most we will pay under this coverage, for the sum of Business Income loss and Extra Expense incurred, is **\$250,000** at each location.
- c. Insurance under this coverage for each newly acquired location will end when any of the following first occurs:
  - (1) The policy expires;
  - (2) 180 days expire after you acquire or begin to construct the property; or
  - (3) You report Values to us.

We will charge you additional premium for values reported from the date you acquire the property.

**9. Valuable Papers and Records – Cost of Research**

This insurance applies to: Building and Personal Property Coverage Extension: A.5.c. Your Business Personal Property to your costs to research, replace, or restore the lost information on lost or damaged valuable papers and records, including those which exist on electronic or magnetic media, for which duplicates do not exist. When Duplicates exist, we will determine the value of "Valuable Papers and Records," including those which exist on electronic or magnetic media (other than prepackaged software programs) at the cost of:

- (1) Blank materials for reproducing the records; and
- (2) Labor to transcribe or copy the records.

The most we will pay for loss or damage is **\$50,000** at each described premises.

The Electronic Data Additional Coverage under this enhancement endorsement does not apply. Electronic Data Additional Coverage is provided under Valuable Papers and Records-Cost of Research Coverage Extension.

**10. Property Off Premises**

Under Building and Personal Property Coverage Form, Coverage Extension A.5.d. (3) limits are increased as follows:

The \$10,000 limit for Property Off-Premises is increased to **\$50,000**.

**11. Non-Owned Detached Trailers**

Non-Owned Detached Trailers under the Building and Personal Property Coverage Extension A.5.f. is added as follows:

**f. Non-Owned Detached Trailers**

- (1) You may extend the insurance that applies to Your Business Personal Property to apply to loss or damage to trailers that you do not own, provided that:
  - (a) The trailer is used in your business;
  - (b) The trailer is in your care, custody or control at the premises described in the Declarations; and
  - (c) You have a contractual responsibility to pay for loss or damage to the trailer.
- (2) We will not pay for any loss or damage that occurs:

- (a) While the trailer is attached to any motor vehicle or motorized conveyance, whether or not the motor vehicle or motorized conveyance is in motion;
  - (b) During hitching or unhitching operations, or when a trailer becomes accidentally unhitched from a motor vehicle or motorized conveyance.
- (3) The most we will pay for loss or damage under this Extension is **\$10,000**, unless a higher limit is shown in the Declarations.
- (4) This insurance is excess over the amount due (whether you can collect on it or not) from any other insurance covering such property.

Each of these Extensions is additional insurance unless otherwise indicated. The Additional Condition, Coinsurance, does not apply to these Extensions.

#### **12. Outdoor Fences**

Under Building and Personal Property Coverage Form, Coverage Extension A.5.e. Outdoor Property is changed as follows:

- e. The insurance provided by this Coverage Form applies to your outdoor fences, including debris removal expense, caused by or resulting from any of the covered Causes of Loss.  
The most we will pay for loss or damage under this Coverage is **\$10,000**.

#### **13. Outdoor Signs**

Under Building and Personal Property Coverage Form, Coverage Extension A.5.e. Outdoor Property is changed as follows:

- e. The insurance provided by this Coverage Form applies to your outdoor signs, including debris removal expense, caused by or resulting from any of the covered Causes of Loss.  
The most we will pay for loss or damage under this Coverage is **\$10,000**.

#### **14. Outdoor Trees, Shrubs and Plants**

Under Building and Personal Property Coverage Form, Coverage Extension A.5.e. Outdoor Property is changed as follows:

- e. The insurance provided by this Coverage Form applies to your outdoor trees, shrubs and plants (other than ornamental display gardens or growing stock), including debris removal expense, caused by or resulting from any of the covered Causes of Loss.  
The most we will pay for loss or damage under this Coverage is **\$10,000**. Subject to a **\$1,000 per item limitation**.

#### **15. Radio and Television Receiving Equipment**

Under Building and Personal Property Coverage Form, Coverage Extension A.5.g. Radio and Television Receiving Equipment is added as follows:

- g. The insurance provided by this Coverage Form applies to loss or damage to your radio and television antennas, satellite dishes, and similar audio/visual receiving equipment; their lead-in wiring, masts or towers, including debris removal expense, caused by or resulting from any of the Covered Causes of Loss.

The most we will pay for loss or damage under this Coverage is **\$10,000**.

#### **16. Refrigerated Property**

Under Building and Personal Property Coverage Form, Coverage Extension A.5.h. Refrigerated Property is added as follows:

- h. The insurance that applies to Your Business Personal Property for food spoilage resulting from utility failure to the described premises. This enhancement does not apply to food spoilage resulting from mechanical failure of your refrigeration equipment.

The most we will pay for loss or damage is **\$10,000**.

## 17. Ordinance or Law

This insurance applies to Building Property, we will pay;

- (1) If a Covered Cause of Loss occurs to covered Building property, we will pay;
  - (a) For loss or damage caused by enforcement of any ordinance or law that:
    - 1) Requires the demolition of part of the same property not damaged by a Covered Cause of Loss;
    - 2) Regulates the construction or repair of buildings, or establishes zoning or land use requirements at the described premises; and
    - 3) Is in force at the time of loss.
  - (b) The increased cost to repair, rebuild or construct the property caused by enforcement of building, zoning or land use ordinance or law. If the property is repaired or rebuilt, it must be intended for similar occupancy as the current property, unless otherwise required by zoning or land use ordinance or law.
  - (c) The cost to demolish and clear the site of undamaged parts of the property caused by enforcement of the building, zoning or land use ordinance or law.
- (2) However, we will not pay under this enhancement for the costs associated with the enforcement of any ordinance or law which requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants", "fungi" wet or dry rot or bacteria; or any costs associated with the enforcement of an ordinance or law which requires demolition, repair, replacement, reconstruction, remodeling or remediation of property due to contamination by "pollutants", "fungi", wet or dry rot or bacteria.

**"Pollutants," means** any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned, or reclaimed.

**"Fungus" means** any type or form of fungus, including mold or mildew, and any mycotoxins, spores, scents, or by-products produced or released by fungi.
- (3) We will not pay for increased construction costs under this endorsement;
  - (a) Until the property is actually repaired or replaced, at that same premises or elsewhere; and
  - (b) Unless the repairs or replacement are made as soon as reasonably possible after the loss or damage, not to exceed two years. We may extend this period in writing during the two years.
- (4) We will not pay more:
  - (a) If the property is repaired or replaced on the same premises, than the amount you actually spend to:
    - 1) Demolish and clear the site; and
    - 2) Repair, rebuild or construct the property but not for more than property of the same height, floor area and style on the same premises.
  - (b) If the property is not repaired or replaced on the same premises, than;
    - 1) The amount you actually spend to demolish and clear the site of the described premises; and
    - 2) The cost to replace, on the same premises, the damaged or destroyed property with other property:
      - a) Of comparable material and quality;
      - b) Of the same height, floor area and style; and
      - c) Used for the same purpose.
  - (c) Than **\$50,000** in any one occurrence for increased construction costs under this enhancement.
  - (d) Than **\$50,000** in any one occurrence for demolition costs under this enhancement.

The enhancement terms apply separately to each building to which this coverage applies.  
This coverage is subject to the deductible in the Commercial Property Coverage Declarations.

## 18. **Pollutant Clean Up And Removal**

Under Building and Personal Property Coverage Form, Additional Coverage A.4.d. limit is increased as follows:

The \$10,000 limit for Pollutant Clean Up And Removal is increased to **\$25,000**.

## 19. **Property In Transit (Including F.O.B. Shipments and Return Shipments)**

### **E.1. is replaced by the following:**

1. The insurance provided by the Cause Of Loss-Special Form Coverage Form applies to loss of or damage to personal property used in your business, including salespersons' samples, that is in transit at your risk more than 100 feet from the described premises.

### **E.1.a. is replaced by the following:**

- a. We cover property shipped:
  - (1) By any type of carrier you do not own, lease, or operate;
  - (2) In or on any vehicle you own, lease, or operate;
  - (3) In the care, custody, or control of your salesperson.
  - (4) We will also pay for loss of or damage to property you ship on a F.O.B. meaning Free On Board, basis if you cannot collect the loss from the consignee. But, we will only pay the amount of your interest in the property.
  - (5) We will also pay for loss of or damage to property you ship which has been rejected by the consignee, or is not deliverable, while in transit being returned to you.

This enhancement does not apply to "installation property".

**"Installation property" means** property of others for which you are liable or in which you have an interest, which is intended for installation, such as, but not limited to, materials, supplies, fixtures, machinery and equipment, and including labor or services furnished in connection with the installation.

- c. The most we will pay for loss or damage is **\$50,000**.

## 20. **BackUp Of Sewers And Drains**

This coverage under the Cause Of Loss-Special Form to apply to direct physical damage and actual loss of Business Income you sustain or necessary Extra Expense you incur caused by water and water-borne materials that back up from a sewer or drain.

Causes Of Loss – Basic Form Exclusions B.1.g.(3) and Causes Of Loss – Special Form B.2.d.(2), (7) (a) & (b), do not apply to Backup Sewer and Drain Coverage on this endorsement.

The most we will pay for loss or damage is **\$50,000**. A standard **\$250** deductible applies to each building.

## 21. **Contractors' Tools and Equipment**

Your Business Personal Property Coverage applies to contractor's tools and equipment as follows:

- a. We will cover the following property for any of the Covered Causes of Loss:
  - (1) The most we will pay for your unscheduled communication equipment, not permanently installed, including cellular telephones and communication radios, communication equipment resulting from one occurrence is **\$10,000** after a deductible of **\$250** is applied to the loss.
  - (2) Your unscheduled tools and unscheduled tools owned by your employees.
    - (a) The most we will pay for any one occurrence is **\$5,000** after a deductible of **\$250** is applied to the loss.
    - (b) The most we will pay is a **\$5,000** for loss or damage caused by theft of tools, after a **\$500** deductible is applied to the loss, while left unattended in any locked vehicle or attached locked tool bin.
    - (c) We will not pay for loss or damage caused by theft of tools while left unattended in or on any vehicle, if tools are unlocked inside the vehicle, or attached tool bin and there is no evidence of forced entry.
  - (3) The most we will pay is **\$5,000** for unscheduled contractors' equipment of others rented or leased to you and in your care, custody, or control, or at a job site.

## **22. Accounts Receivable**

- a. The insurance provided by this endorsement is to cover loss at the described premises for:
  - (1) All amounts due from your customers that you are unable to collect;
  - (2) Interest charges on any loan required to offset amounts you are unable to collect pending our payment of these amounts;
  - (3) Collection expenses in excess of your normal collection expenses that are made necessary by the loss; and
  - (4) Others reasonable expenses that you incur to reestablish your records of accounts receivable; that result from Covered Causes of Loss to your records of accounts receivable.
- b. If you give us written notice within 10 days of removal of your records of accounts receivable because of imminent danger of loss, we will pay for loss while they are:
  - (1) At a safe place away from your described premises:
  - (2) Being taken to and returned from that place.

The most we will pay for loss or damage is **\$50,000**

## **23. Claim Data Expense**

The insurance provided by this endorsement applies to the expense you incur in preparing claim data when required by us. This includes the cost of taking inventories, making appraisals, and preparing other documentation to show the extent of loss.

The most we will pay for preparation of claim data is **\$25,000**. We will not pay for any expenses billed by and payable to insurance adjusters or attorneys or any costs as provided in: Building And Personal Property Coverage Form, E. Loss Conditions, 2. Appraisal.

The most we will pay for loss is **\$25,000**.

## **24. Computers And Media**

This insurance applies to your Business Personal Property A.1.b.: Direct loss or damage to computer "equipment" and replaceable "media" that you own, lease, rent, or for which you are otherwise legally responsible.

- (8) **"Equipment" means** a network of machine components that accepts information, processes it according to a plan, and produces a desired result. This includes programmable electronic devices that can store, retrieve, and process data and associated peripheral devices that provide communication, including input and output functions such as printing, or auxiliary functions such as data transmission.
- (9) **"Media" means** the material on which data is recorded, such as magnetic tapes, internal and external hard discs, and flash drive. This includes the data stored on the media. Any data stored on The Cloud is excluded.

This coverage applies to property located anywhere in the coverage territory.

The coverage is subject to the deductible on the Commercial Property Coverage Declarations.

The most we will pay for loss or damage is **\$25,000**.

## **25. Fine Arts**

The insurance that is provided by this coverage applies to paintings, etchings, pictures, tapestries and any other bona fide works of art with rarity or historical value caused by or resulting from any Covered Causes of Loss.

The most we will pay for loss or damage for this coverage is **\$25,000**.

## **26. Installation Property**

The insurance provided by this coverage applies to "Installation Property"

- a. While on the "job site"
- b. While at any temporary storage location you do not own, lease or operate; or
- c. While in transit.

A **\$250** deductible is subject to each covered loss.

For this coverage, **"job site" means** the premises where you or subcontractors working on your behalf are currently performing operations, and where the "installation property" will be permanently located at the completion of the construction, erection, fabrication, or installation.

The most we will pay for loss or damage for this coverage is **\$50,000**.



## **27. Employee Theft**

We will pay up to **\$25,000** in any one "occurrence" for loss of or damage to "money", "securities" and "other property" resulting directly from "theft" including forgery committed by an "employee". "Theft" shall also include forgery.

### **This Supplemental Coverage does not cover loss resulting from:**

- a. Acts committed by you, your partners, or "members," whether acting alone or in collusion with other persons.
- b. Acts of "employees" learned of by you, your partners, "members," "managers," officers, directors or trustees not in collusion with the "employee," prior to the policy period shown in the Declarations.
- c. The unauthorized disclosure of your confidential information including, but not limited to, patents, trade secrets, processing methods or customer lists.
- d. The unauthorized use or disclosure of confidential information of another person or entity which is held by you including, but not limited to financial information, personal information, credit card information or similar non-public information.
- e. Indirect loss as a result of an "occurrence" including, but not limited to loss resulting from:
  - (1) Your inability to realize income that you would have realized had there been no loss of or damage to "money", "securities" or "other property".
  - (2) Payment of damages of any type for which you are legally liable. But, we pay compensatory damages arising directly from a loss covered under this supplementary coverage.
  - (3) Payment of costs, fees or other expenses you incur in establishing either the existence or the amount of loss under this supplementary coverage.
- f. Fees, costs and expenses incurred by you which are related to any legal action.
- g. Loss, or that part of any loss, the proof of which as to its existence or amount is dependent upon:
  - (1) An inventory computation; or
  - (2) A profit and loss computation.
- h. Trading, whether in your name or in a genuine or fictitious account.
- i. The fraudulent or dishonest signing, issuing, canceling, or failing to cancel a warehouse receipt or any papers connected with it.

### **Duties in the Event of Loss**

After you "discover" a loss or a situation that may result in loss of or damage to "money", "securities" or "other property" you must:

- a. Notify us as soon as possible.
- b. Submit to examination under oath at our request and give us a signed statement of your answers.
- c. Produce for our examination all pertinent records.
- d. Give us a detailed, sworn proof of loss within 120 days.
- e. Cooperate with us in the investigation and settlement of any claim.

### **Limits of Insurance Under This Supplemental Coverage**

The most we will pay for all losses resulting directly from an "occurrence" is the applicable limit shown in the Summary Of Coverage.

If any loss is covered under more than one Insuring Agreement or Coverage, the most we will pay for such loss shall not exceed the largest limit available under any one of those Insuring Agreements or Coverages.

### **Loss Sustained During Prior Insurance Issued By Us Or Any Affiliate**

#### **a. Loss Sustained Partly During This Insurance And Partly During Prior Insurance**

If you "discover" a loss during the Policy Period shown in the Declarations, resulting directly from an "occurrence" taking place:

- (1) Partly during the Policy Period shown in the Declarations; and
- (2) Partly during the Policy Period (s) of any prior cancelled insurance that we or any affiliate issued to you or any predecessor in interest; and this insurance became effective at the time of cancellation of the prior insurance, we will first settle the amount of loss that you sustained during this Policy Period. We will then settle the remaining amount of loss that you sustained during the Policy Period(s) of the prior insurance.

### **Legal Action Against Us**

You may not bring any legal action against us involving a loss under this Supplemental Coverage:

- (1) Unless you have complied with all the terms of this insurance;
- (2) Until 90 days after you have filed proof of loss with us; and
- (3) Unless brought within 3 years from the date you “discovered” the loss.

If any limitation in this condition is prohibited by law, such limitation is amended so as to equal the minimum period of limitation provided by such law.

### **28. Computer Fraud**

We will pay for loss of or damage to “money”, “securities” and “other property” resulting directly from the use of any computer to fraudulently cause a transfer of that property from inside the “premises” or “banking premises”:

- a. To a person (other than a “messenger”) outside those “premises”; or
- b. To a place outside those “premises”.

#### **Exclusions:**

##### **• Computer Fraud does not cover;**

- a. Credit Card Transactions Loss resulting from the use or purported use of credit, debit, charge, access, convenience, identification, stored-value or other cards or the information contained on such cards.
- b. Funds Transfer Fraud

Loss resulting from a “fraudulent instructions” directing a financial institution to transfer, pay or deliver “funds” from your “transfer account”.

The most we will pay for loss or damage under this coverage is **\$25,000**.

### **29. Lock Replacement Coverage**

The insurance provided by this coverage applies to replacement of locks necessitated by the “theft” of keys to your “premises”.

The most we will pay for loss is **\$10,000**.

### **30. Money, Securities And Stamps**

The most we will pay for loss or damage is:

- a. **\$10,000** per occurrence for “money”, “securities” and stamps while located at the described “premises”; and
- b. **\$10,000** per occurrence for “money”, “securities” and stamps while being conveyed outside the described “premises” by you, your officers, your partners or your “employees”.

The insurance provided by this coverage applies to loss or damage to “money”, “securities”, and stamps.

### **31. Electronic Data**

- (1) Under this Additional Coverage, electronic data has the meaning described under Property Not Covered, Electronic Data.
- (2) Subject to the provisions of this Additional Coverage, we will pay for the cost to replace or restore electronic data which has been destroyed or corrupted by a Covered Cause of Loss. To the extent that electronic data is not replaced or restored, the loss will be valued at the cost of replacement of the media on which the electronic data was stored, with blank media of substantially identical type.
- (3) The Covered Causes of Loss applicable to Your Business Personal Property apply to this Additional Coverage, Electronic Data, subject to the following:
  - (a) If the Causes Of Loss – Special Form applies, coverage under this Additional Coverage, Electronic Data, is limited to the “specified causes of loss” as defined in that form, and Collapse as set forth in that form.
  - (b) If the Causes Of Loss – Broad Form applies, coverage under this Additional Coverage, Electronic Data, includes Collapse as set forth in that form.
    - If the Causes Of Loss Form is endorsed to add a Covered Cause of Loss, the additional Covered Cause of Loss does not apply to the coverage provided under this Additional Coverage, Electronic Data.

- (d) The Covered Causes of Loss include a virus, harmful code or similar instruction introduced into or enacted on a computer system (including electronic data) or a network to which it is connected, designed to damage or destroy any part of the system or disrupt its normal operation. But there is no coverage for loss or damage caused by or resulting from manipulation of a computer system (including electronic data) by any employee, including a temporary or leased employee, or by an entity retained by you or for you to inspect, design, install, modify, maintain, repair or replace that system.
- (4) The most we will pay under this Additional Coverage, Electronic Data, is **\$2,500** for all loss or damage sustained in any one policy year, regardless of the number of occurrences of loss or damage or the number of premises, locations or computer systems involved. If loss payment on the first occurrence does not exhaust this amount, then the balance is available for subsequent loss or damage sustained in but not after that policy year. With respect to an occurrence which begins in one policy year and continues or results in additional loss or damage in a subsequent policy year(s), all loss or damage is deemed to be sustained in the policy year in which the occurrence began.

## **DEFINITIONS**

- **“Banking premises”** means the interior of that portion of any building occupied by a banking institution or similar safe depository.
- **“Discover” or “discovered”** means the time when you first become aware of facts which would cause a reasonable person to assume that a loss of a type covered by this insurance has been or will be incurred, regardless of when the act or acts causing or contributing to such loss occurred, even though the exact amount or details of loss may not then be known.
- **“Discover” or “discovered” also means** the time when you first receive notice of an actual or potential claim in which it is alleged that you are liable to a third party under circumstances which, if true, would constitute a loss under this insurance.
- **“Employee”:**
  - a. **“Employee” means:**
    - (1) Any natural person:
      - (a) While in your service and for the first 30 days immediately after termination of service, unless such termination is due to “theft” or any dishonest act committed by the “employee”;
      - (b) Who you compensate directly by salary, wages or commissions; and
      - (c) Who you have the right to direct and control while performing services for you;
    - (2) Any natural person who is furnished temporarily to you:
      - (a) To substitute for a permanent “employee” as defined in Paragraph a.(1), who is on leave; or
      - (b) To meet seasonal or short-term work load conditions; while that person is subject to your direction and control and performing services for you, excluding, however, any such person while having care and custody of property outside the “premises”;
    - (3) Any natural person who is leased to you under a written agreement between you and a labor leasing firm, to perform duties related to the conduct of your business, but does not mean a temporary employee as defined in Paragraph a.(2);
    - (4) Any natural person who is a former “employee”, partner, “member”, “manager”, director or trustee retained as a consultant while performing services for you;
    - (5) Any natural person who is a guest student or intern pursuing studies or duties, excluding, however, any such person while having care and custody of property outside the “premises”;
    - (6) Any “employee” of an entity merged or consolidated with you prior to the effective date of this policy; or
    - (7) Any of your “managers”, directors or trustees while:
      - (a) Performing acts within the scope of the usual duties of an “employee”; or
      - (b) Acting as a member of any committee duly elected or appointed by resolution of your board of directors or board of trustees to perform specific, as distinguished from general, directorial acts on your behalf.
  - b. **“Employee” does not mean:**

Any agent, broker, factor, commission merchant, consignee, independent contractor or representative of the same general character not specified in Paragraph 5.a.

- **“Fraudulent instructions” means:**
  - a. An electronic, telegraphic, cable, teletype, telefacsimile or telephone instruction which purports to have been transmitted by you, but which was in fact fraudulently transmitted by someone else without your knowledge or consent;
  - b. A written instruction issued by you, which was forged or altered by someone other than you without your knowledge or consent, or which purports to have been issued by you, but was in fact fraudulently issued without your knowledge or consent; or
  - c. An electronic, telegraphic, cable, teletype, telefacsimile, telephone or written instruction initially received by you which purports to have been transmitted by an “employee”, but which was in fact fraudulently transmitted by someone else without your knowledge or consent or the “employee’s” knowledge or consent.
- **“Funds” means** “money” and “securities”.
- **“Fungus” means** any type or form of fungus, including mold or mildew, and any mycotoxins, spores, scents or by-products produced or released by fungi.
- **“Fungi” means** comprising all the fungus groups and sometimes also the slime molds.
- **“Installation property” means** property of others for which you are liable or in which you have an interest, which is intended for installation, such as, but not limited to, materials, supplies, fixtures, machinery and equipment, and including labor or services furnished in connection with the installation.
- **“Jobsite” means** the premises where you or subcontractors working on your behalf are currently performing operations and where the “installation property” will be permanently located at the completion of the construction, erection, fabrication, or installation.
- **“Manager” means** a natural person serving in a directorial capacity for a limited liability company.
- **“Messenger” means** you, or a relative of yours, or any of your partners or “members”, or any “employee” while having care and custody of property outside the “premises”.
- **“Member” means** an owner of a limited liability company represented by its membership interest, who also may serve as a “manager”
- **“Money” means** currency, coins and bank notes in current use and having a face value and travelers checks, register checks and money orders held for sale to the public.
- **“Occurrence” means:**
  - a. Under Insuring Agreement A.2.:
    - (1) An individual act;
    - (2) The combined total of all separate acts whether or not related; or
    - (3) A series of acts whether or not related; committed by a person acting alone or in collusion with other persons, involving one or more instruments, during the Policy Period.
- **“Operations” means:**
  - a. Your business activities occurring at the described premises; and
  - b. The ability for a tenant to occupy the described premises.
- **“Other Property” means** any tangible property other than “money” and “securities” that has intrinsic value. “Other Property” does not include computer programs, electronic data, or any property specifically excluded under this insurance.
- **“Period of Restoration” means** the period of time that:
  - a. Begins immediately after the time of direct physical loss or damage caused by or resulting from any Covered Cause of Loss at the described premises; And
  - b. Ends on the earlier of:
    - (1) The date when the property at the described premises should be repaired, rebuilt or replaced with reasonable speed and similar quality; or
    - (2) The date when business is resumed at a new permanent location.

“Period of Restoration” does not include any increased period required due to enforcement of any ordinance or law that:

- a. Regulates the construction, use or repair, or requires the tearing down of any property; or
  - b. Requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants".
- The expiration date of the policy will not cut short the "period of restoration".
- **"Pollutants" means** any solid, liquid, gaseous, or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals, and waste. Waste includes materials to be recycled, reconditioned, or reclaimed.
  - **"Premises" means** the interior of that portion of any building you occupy in conducting your business.
  - **"Rental Value" means** Business Income that consists of:
    - a. Net Income (Net Profit or Loss before income taxes) that would have been earned or incurred as rental income from tenant occupancy of the premises described in the Declarations as furnished and equipped by you, including fair rental value of any portion of the described premises which is occupied by you; and
    - b. Continuing normal operating expenses incurred in connection with that premises, including:
      - (1) Payroll; and
      - (2) The amount of charges, which is the legal obligation of the tenant(s) but would otherwise be your obligations.
  - **"Securities" means** negotiable and non-negotiable instruments or contracts representing either "money" or property and includes:
    - a. Tokens, tickets, revenue and other stamps (whether represented by actual stamps or unused value in a meter) in current use; and
    - b. Evidences of debt issued in connection with credit or charge cards, which cards are not issued by you; but does not include "money".
  - **"Stock" means** merchandise held in storage or for sale, raw materials and in-process or finished goods, including supplies used in their packing or shipping.
  - **"Suspension" means:**
    - a. The slowdown or cessation of your business activities; or
    - b. That a part or all of the described premises is rendered un-occupiable if coverage for Business Income including "Rental Value" or "Rental Value" applies.
  - **"Theft" means** the unlawful taking of property to the deprivation of the insured.
  - **"Transfer account" means** an account maintained by you at a financial institution from which you can initiate the transfer, payment or delivery of "funds"
  - **"Valuable papers and records" means** inscribed, printed or written documents, manuscripts or records, including abstracts, books, deeds, drawings, films, maps or mortgages. But "valuable papers and records" does not mean "money" or "securities", converted data, programs or instructions used in your data processing operations, including the materials on which the data is recorded.

**The CAUSE OF LOSS – SPECIAL FORM CP 10 30 – is changed as follows:**

**B. EXCLUSIONS**

The following exclusions:

- Earth Movement, B.1.b.;
- Smoke, vapor or gas from agricultural smudging or industrial operations, B.2.c.;
- Explosion of steam boilers, steam pipes, steam engines or steam turbines owned by you, etc., B.2.e.;
- Continuous or repeated seepage or leakage of water that occurs over a period of 14 days or more B.2.f.
- Water, other liquids, powder or molten material that leaks or flows from plumbing, heating, air conditioning or other equipment, B.2.g.;
- Rain, snow, ice or sleet to personal property in the open, B.2.j.

The above exclusions do not apply to the following on this enhancement endorsement:

- Valuable Papers and Records-Cost of Research;
- Accounts Receivable;
- Computers and Media;
- Property in Transit;
- Fine Arts;
- Installation Property.

The following Exclusions do not apply to Computers and Media on this enhancement endorsement:

- Utility Services, B.1.e.;
- Artificially generated electric current, including electric arcing, that disturbs electrical devices, appliances or wires, B.2.a.;
- Faulty, inadequate or defective planning, B.3.c.

<b>State:</b>	District of Columbia	<b>Filing Company:</b>	Builders Mutual Insurance Company
<b>TOI/Sub-TOI:</b>	01.0 Property/01.0001 Commercial Property (Fire and Allied Lines)		
<b>Product Name:</b>	Commercial Property		
<b>Project Name/Number:</b>	Property Enhancement Endorsements/DC-CF-16-F-1		

## Supporting Document Schedules

<b>Bypassed - Item:</b>	Readability Certificate
<b>Bypass Reason:</b>	NA
<b>Attachment(s):</b>	
<b>Item Status:</b>	
<b>Status Date:</b>	

<b>Bypassed - Item:</b>	Consulting Authorization
<b>Bypass Reason:</b>	NA, we are filing on our own behalf
<b>Attachment(s):</b>	
<b>Item Status:</b>	
<b>Status Date:</b>	

<b>Bypassed - Item:</b>	Copy of Trust Agreement
<b>Bypass Reason:</b>	NA
<b>Attachment(s):</b>	
<b>Item Status:</b>	
<b>Status Date:</b>	

<b>Bypassed - Item:</b>	Expedited SERFF Filing Transmittal Form
<b>Bypass Reason:</b>	NA
<b>Attachment(s):</b>	
<b>Item Status:</b>	
<b>Status Date:</b>	